



# BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 0431279551

E.mail : [ilango@bheltry.co.in](mailto:ilango@bheltry.co.in)

Website : [www.bhel.com](http://www.bhel.com)

Tender No:PPPU:WC:15:007

Tender Notice

Dt. 04.08.2015

To,

Dear Sirs,

Sub: Two Part Open Tender inviting Technical & Price Bid for the supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex on Hire Basis for a period of 1 Year. – reg.

Please submit your competitive bid for the following scope of work as per the conditions given in the WORK/RATE SCHEDULE enclosed along with the tender.

<b>Scope of work:</b>	Supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex on Hire Basis for a period of 1 Year.
<b>Duration of Contract:</b>	One year from the date of commencement.
<b>Last Date / Time for receipt of tender:</b>	14.00 hrs on 28.08.2015
<b>Date / Time for opening of Technical Bid:</b>	14.30 hrs on 28.08.2015
<b>Date/Time of Reverse Auction / Price Bid Opening:</b>	The Bidders who are technically qualified will be called for Reverse Auction / Price Bid Opening. The Date / Time of reverse auction / Price Bid Opening will be intimated to the Qualified Bidders separately.
<b>EMD</b>	₹ 20,000/- to be submitted in the form of DD only in favour of "BHEL – Thirumayam" or Valid One time EMD / NSIC / MSE Certificate.

## SPECIAL INSTRUCTIONS:

This Tender is subject to General terms & conditions, which is enclosed.

- The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- Tenderer should furnish the INDIVIDUAL ITEM RATE in the enclosed "PRICE BID" / Bill of Quantities and shall be duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".
- EMD should be submitted in a separate cover duly superscripting as "EMD".
- Totally there will be 3 Separate covers. One cover for Technical Bid, one cover for Price Bid and another cover for EMD. All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.

Place:

Date:

Signature of Authorized Signatory  
with seal & full address



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- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.
- This tender is subject to the following:

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Any deviation to this tender terms & condition and schedules of this tender will lead to total rejection of the bid submitted.

- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- BELATED and incomplete bids will become liable for rejection.

In case you are not in a position to submit the bid, please send mail / letter suitably specifying the reasons there of.

Thanking you,  
For Bharat Heavy Electricals Ltd.

Sr.Manager / Contracts  
Administrative Block, I Floor,  
Power Plant Piping Unit,  
BHEL, Thirumayam - 622 507.

**Note:-** The Tender shall be sent to the above address. It may be noted that the Contracts department is at a walking distance of 10 minutes from PPPU Main Entry gate. The time of submission of bids needs to be planned accordingly.

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**TECHNICAL BID**  
**GENERAL DETAILS ABOUT VENDOR**

NAME OF SERVICE PROVIDER		
Sl. No.	Details required	Data to be furnished.
1	Head Office Name & Address with Phone No., Email & Fax No.	
2	Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)	
3	Name of contact Person with mobile no.	

**Declaration:**

- (i) I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.
- (ii) I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- (iii) I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.

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**PRE-QUALIFICATION CRITERIA (PQC)**

S.NO	ELIGIBILITY CRITERIA	BIDDER's RESPONSE	
01*	EMD <sup>s</sup>	DD No. _____ Date _____ Drawn from _____ (Bank) for Rs. _____ / (Rupees _____ only) Or One time EMD of ₹2 lakhs remitted at BHEL Thirumayam only. CR ref: _____ (in the form of DD only) Or Valid NSIC / MSE Certificate	
02	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on Company / Firm / Business.	_____  COPY OF PAN CARD SHOULD BE ATTACHED	
03	Service Tax Regn. No. (ST regn. proof / Self declaration to be attached)	Regn. No : Proof attached / proof not attached	
04	Company Status (Private / Public / Proprietor / Registered) (Proof to be attached)	Company status :  Proof attached / proof not attached	
05*	Tractor and Trailer shall have pulling capacity of minimum 10MT. RC, FC & Insurance shall be in current validity <b>as on tender opening date</b> and a copy of these documents of the vehicle shall be furnished. First RC shall be on or after 01/01/2000.	Attached	Not Attached
06*	The operator of the vehicle shall have the valid driving License with a minimum of one year of experience in the similar nature of work which shall be proved by submitting the driving license and experience/training certificate.	Attached	Not Attached
07*	Average annual financial turnover during the last three years ending 31 <sup>st</sup> March 2014 should not be less than ₹2,69,479 in last three years. Audited Financial Statements including Balance Sheet, P&L and IT return statement for FY 2013-14, 2012-13, 2011- 12 to be submitted.	Attached	Not Attached

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S.NO	ELIGIBILITY CRITERIA	BIDDER'S RESPONSE	
08*	During the last 7 years ending 30 <sup>th</sup> June 2015, the bidder should have completed 1. Three Contractual works on material handling by Tractor-Trailer costing not less than the amount equal to ₹3,59,306/- or 2. Three Contractual works on material handling by Tractor-Trailer costing not less than the amount equal to ₹4,49,132/- or 3. One Contractual works on material handling by Tractor-Trailer costing not less than the amount equal to ₹7,18,612/- Bidder to provide Work Completion Certificate for the above mentioned works.	Attached	Not Attached
09	Production of PF and ESI / Group Insurance Registrations and complying with the rules on these as per the ESI & PF Acts on award of work.	Accepted	Not Accepted
10	Acceptance to participate in Reverse Auction	Accepted	Not Accepted

\$ - EMD is exempted for MSME vendors and also Joint Venture companies of BHEL, Central / State PSUs and Government departments.

**(\* – PQC clauses marked \* are mandatory and all relevant details and photocopies of certificates are to be furnished in the Technical Bid without which bids will not be considered for further evaluation.**

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**(FORMAT IS TO BE TYPED ON COMPANY'S LETTER HEAD ONLY)**

To,

Date – \_\_/\_\_/\_\_\_\_

Senior Manager  
Contracts / PPPU  
BHEL, Thirumayam.

REF: <Tender ref.> Dt. <Tender date> for <name of work>.

## **DECLARATION**

I, \_\_\_\_\_, Proprietor/Managing Partner/Managing Director/CMD of M/s \_\_\_\_\_ whose registered address is \_\_\_\_\_, hereby declare that the aggregate value of the taxable services provided during the financial year ending 31<sup>st</sup> March of previous financial year has not exceeded Rs. 9 Lakhs. Therefore, I/We have not registered with Superintendent of Central Excise as per Section 66B of finance act 1994 read with Notification No 26/2005-ST dated 07.06.2005.

I/We also certify that our aggregate value of taxable services provided from 1<sup>st</sup> April of the current financial year till date has not exceeded the above threshold limit.

I/We also certify that in future during the running period of the contract if the aggregate value of the taxable services exceeds the threshold limit as per the above mentioned notification, we will register and submit the copy of certificate of registration-ST-2.

Authorized Signatory with address

\* Person providing taxable services in excess of rupees Nine Lakhs per annum (but less than Rupees Ten Lakhs) will have to register with Superintendent of Central Excise under Service Tax Provisions [Notification No. 26/2005-ST, dated 7-6-2005], though they will be eligible for exemption if turnover is less than Rupees Ten Lakhs per annum.

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**TRACTOR - TECHNICAL DATA SHEET**

SL	Criteria	Details Please tick ( <input type="checkbox"/> ) in the appropriate ( <input type="checkbox"/> ) where ever required
01	Ownership of Vehicles (Proof giving full details of Ownership / RC Book / lease agreement should be submitted)	Tractor ( <input type="checkbox"/> ) Owned ( <input type="checkbox"/> ) Leased
02	Make of Tractor	
03	Date of manufacture	Tractor _____
04	Registration Number & Date	Tractor Regn No. _____ dt. _____
05	RC Book copy	( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed
06	Fitness Certificate – Valid for current year	( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed
06	Insurance Copy – Valid for current year	( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed
07	Capacity (Minimum pulling capacity of 10 MTs.)	Tractor _____ HP, to pull _____ MTs.
08	License no. of the Driver: (The Driver shall have the required statutory Valid License with proper endorsements to drive the tractor) Photocopy to be enclosed.	License Number: Photocopy of license ( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not enclosed

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**TRAILERS – TECHNICAL DATA SHEET**

SL	Category	Details Please tick ( <input type="checkbox"/> ) in the appropriate ( <input type="checkbox"/> ) where ever required
01	Ownership of Vehicles (Proof giving full details of Ownership / RC Book / lease agreement should be submitted)	Trailer No.1 - ( <input type="checkbox"/> ) Owned ( <input type="checkbox"/> ) Leased Trailer No.2 - ( <input type="checkbox"/> ) Owned ( <input type="checkbox"/> ) Leased
02	Date of manufacture	Trailer No.1 _____ Trailer No.2 _____
03	Registration Number & Date	Trailer No.1 Regn No. _____ dt. _____ Trailer No.1 Regn No. _____ dt. _____
04	RC Book copy	Trailer No.1 - ( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed Trailer No.2 - ( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed
05	Fitness Certificate – Valid for current year	( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed
06	Insurance Copy – Valid for current year	Trailer No.1 - ( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed Trailer No.2 - ( <input type="checkbox"/> ) Enclosed ( <input type="checkbox"/> ) Not Enclosed
07	Capacity	Trailer No.1 _____ MTs Trailer No.2 _____ MTs
08	Length of Trailer	Trailer No.1 _____ feet Trailer No.2 _____ feet

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## WORK SPECIFIC TERMS AND CONDITIONS

### Scope of Work & General Conditions:

- 1) Nature of Work: Supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL-PPPU, Thirumayam complex on Hire Basis for a period of 365 days in one Year. Supply includes fuel, one driver and one helper.
- 2) Rate shall be Quoted per day basis and
  - a. This Rate will be FIRM during the currency of the Contract.
  - b. This rate is exclusive of Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities. Also Fuel, labour other misc. Cost with such levies should be borne by the Contractor.
- 3) No. of Vehicle: 1 No. of Tractor with 2 Nos. of Trailers.
- 4) Period of Contract: 365 days in 1 Year from date of Ordering.
- 5) EMD & Security Deposit shall be paid as per BHEL Norms.
- 6) Scope of Contractor:
  - a. One Tractor with Two Trailers with crew consisting of One Driver and One Helper shall be provided.
  - b. The duration of Working in a day will be 8 Hours as per the direction given by BHEL
  - c. The rate per hour will be arrived at by dividing the rate per day by 8.
  - d. For engaging the Tractor & Trailers beyond 8 hours in a day, extra payment will be made on pro-rata basis based on the above rate per hour.
  - e. For Break-down of the Tractor & Trailers, deduction will be made on pro-rata basis. (Fraction hour will be ignored for less than 30 minutes and for 30 minutes or more, amount will be deducted for one hour).
  - f. Tractor with Trailers are likely to be engaged on all Sundays & Holidays. Tenderer should have additional crew member to comply with factory acts regulations.
  - g. In case of breakdown of Tractor or trailers, the contractor shall provide alternate Tractor or trailers immediately. In case the contractor fails to deploy the alternate Tractor or trailers before the start of next shift / for **non-supply** for any period of time BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency/departmentally with additional penalty of Rs 500/- per day.
  - h. The contractor shall provide their employees with Personal protective Equipment such as Safety Shoes, Hand Glove, Goggles, Helmet etc. and shall comply all safety regulations under Factories Act.
  - i. Tractor shall be equipped with horns, reverse horns, all lights, indicators light, mirrors & reflectors.
  - j. The Tentative Timing of the Shifts will be as follows:
    - i. From 08.30 hrs to 12.30 hrs and 13.30 hrs to 17.30 hrs or
    - ii. From 17.30 hrs to 21.30 hrs and 22.30 hrs to 02.30 hrs.
    - iii. Or any time for 8 working hours per shift giving prior intimation of 24 Hrs.

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### PAYMENT TERMS:

- 1) Payment Term: The Contractor has to submit all the relevant records/Log sheets to the MM dept for verification. The consolidated statements and 100% bills shall be prepared by the contractor during the first week of succeeding month and submitted to MM Dept. and after due certification from MM dept. The bills will be forwarded to Accounts section. The payment will be made through RTGS/EFT to the contractor immediately after the receipt of the error free bill. it is to be noted that it will take around ten days to process the bill at End user and Accounts after submission.
- 2) Invoicing: Please indicate W.O & Sl.No, for payment process.
- 3) SERVICE TAX 14% or as per the statutory shall be paid every month and claimed separately **if applicable.**

**Note:** Three copies of INVOICE with original signature to be submitted.

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## COMMERCIAL TERMS AND CONDITIONS

1. Sealed Tenders for the work enclosed are hereby invited from contractors meeting the qualifying criteria and experienced in works of similar kind and magnitude.
2. For Limited Tenders, vendors not contacted through post and submitting bids by seeing the CPP portal will be considered only for vendor evaluation. Their price bid will not be considered for ordering.
3. Tenderers should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each and every page of the tender document including corrigendum & the drawing attached if any, while submitting their bid.

### **RATE:**

1. Item rates should be quoted in figures as well as in words in the Price Bid.
2. If in the price structure quoted for the required 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.
3. 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
4. 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 (2) and (3) above.
5. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.
6. The rates quoted should be exclusive of service tax and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor.
7. All entries in the tender documents should be made in one ink. Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.
8. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour.
9. The rates quoted in the tender shall remain valid initially for a period of at least "THREE MONTHS" from the date of opening of Technical Bid. After successful award of contract, the rates shall be firm throughout the contract period.
10. Service Tax Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances.

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4. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
5. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original are liable to be rejected.
6. Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
7. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
8. Every tender must be accompanied by Deposit receipt for the amount mentioned in this tender notice as Earnest Money Deposit in the form of Pay order or Demand Draft drawn in favour of BHEL, Thirumayam. EMD shall not carry any interest. One time EMD of ₹ 2 lakhs can also be paid at BHEL, Thirumayam.
9. This Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. One time EMD will not be considered as part of the Security Deposit. If the bidder withdraws his offer after submission of tender or after acceptance of tender or fails to start the work, the EMD shall be forfeited.
10. BHEL reserves the right to
  - a) cancel the tender at any stage.
  - b) finalize the contract through Reverse Auction / Price Bid Opening.
  - c) negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
  - d) decide on equally distributing and awarding the work to two or more vendors if same L1 rate is quoted by many vendors.
11. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
12. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those

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bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

13. All payments from BHEL in view of the execution of the contract are liable for Works Contract Tax, Income Tax(TDS), Service Tax, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.
14. Service Tax and all other taxes shall be shown extra in the bid. Bharat Heavy Electricals Limited, Thirumayam will not entertain any claim what so ever in this respect after opening the tenders. Also Service Tax Registration form / Self-declaration for non-applicability of Service Tax have to be provided as applicable.

## **Terms & Conditions of Reverse Auction:**

1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
3. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
4. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
5. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
6. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
7. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
8. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
9. Reverse auction will be conducted on scheduled date & time.

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## BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 0431279551

E.mail : [ilango@bheltry.co.in](mailto:ilango@bheltry.co.in)

Website : [www.bhel.com](http://www.bhel.com)

Tender No:PPPU:WC:15:007

Tender Notice

Dt. 04.08.2015

10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
13. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Place:  
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Signature of Authorized Signatory  
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## **CONDITIONS RELATED TO THE WELFARE OF LABOUR**

- 1) The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts.
- 2) The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF i.r.o. each employee.
- 3) The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan for the engaged labour has to be submitted for bill processing.
- 4) BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.
- 5) The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 6) In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.
- 7) The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.
- 8) The Minimum Wages as prescribed by the State Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

The minimum wages applicable for the year 2015-16 is given below:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.176.00	Rs.299.00	Rs.3690.00	Rs.4575.00	Rs.8265.00
2	Semi-Skilled Worker	Rs.133.00	Rs.176.00	Rs.309.00	Rs.3990.00	Rs.4575.00	Rs.8565.00
3	Skilled Worker	Rs.139.00	Rs.176.00	Rs.315.00	Rs.4170.00	Rs.4575.00	Rs.8745.00
4	Supervisor				Rs.3956.00	Rs.4575.00	Rs.8531.00

**Apart from the above, an additional monthly payment of ₹ 3200/- for Unskilled, ₹ 3700/- for Semi-Skilled worker and ₹ 4100/- each for Skilled worker is to be ensured.**

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- If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the Factory Inspectorate and renew the same periodically.
- The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.
- A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.

The Contractor shall in respect of labour employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.

- 1) The Workmen Compensation Act 1923,
- 2) The Payment of Wages Act 1936 and the related Tamilnadu Rules ,
- 3) The Industrial Disputes Act 1947,
- 4) The Factories Act 1948 and the related Tamilnadu Rules ,
- 5) The Minimum Wages Act 1948 and the related Tamilnadu Rules ,
- 6) Employee's Provident Funds & Miscellaneous Provisions Act 1952,
- 7) The Payment of Bonus Act 1965,
- 8) The Contract labour (Regulation & Abolition) Act 1970 and the related Tamilnadu Rules,
- 9) The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamilnadu Rules

<b>Checklist for Documents to be submitted to HR/Welfare Section*</b>				
Sl. No.	Document type	Scheduled Date	Periodicity	Remarks
1	PF Registration code	on Award of contract/ on production of First bill	One time/as and when required by BHEL	
2	ESI/Group Insurance Code	On award of Contract	One time/as and when required by BHEL	
3	Form VI-A & VI-B under Contract Labour (R&A) Act	On commencement and Completion of the Contract	twice ( Once on commencement and once of completion of contract)	Form VI-A to be submitted to Labour authorities and a copy to submitted to Welfare section. Form VI-B ( to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section
3	Labour License	To be obtained immediately from Labour authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License/as and when required by BHEL	
4	Bio Data form with proper ID proof	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time/as and when required by BHEL	required for providing ID cards to enable entry into Factory premises and for record purpose
5	Attendance Register	To be submitted on or before 5th of every month	Monthly	to be endorsed by the contractor and BHEL authorised executive/Line Executive
6	Wage Register	To be submitted on or before 5th of every month	Monthly	1. Should show PF deduction for each employee 2. to be endorsed by the contractor and BHEL authorised executive/Line Executive
7	PF remittance challan & PF - ECR	To be submitted on or before 5th of every month	Monthly	
8	Monthly Entry Format	To be submitted on or before 25th of each month	Monthly	
9	Canteen Usage Request format	To be submitted immediately on award of contract	One time/as and when there is a change in the number of contract workers	The Canteen timings as intimated by BHEL management are to be adhered to

\* The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required.

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- 9) The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
  - 10) The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10<sup>th</sup> day of the following month.
  - 11) All Payment of wages shall be made on working days at the work site and during the working time and on date 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.
  - 12) 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.
  - 13) 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 in both.
  - 14) The Contractor shall ensure the disbursement of wages in the presence of such authorized representative of BHEL Management.
  - 15) The above payment shall be verified by the authorized officer / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No..... has been paid to the workmen concerned in my presence on .....at....."
  - 16) A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form 'A'.
  - 17) 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.
  - 18) Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this 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 men worked
    - g. Wages paid to workers
- The above statement shall be furnished to BHEL Management at the end of every month.

## REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

- 1) The following documents / formats under Contract Labour (Regulation & Abolition ) Act 1970 and Tamil Nadu Rules thereunder shall be maintained by each contractor.
  - a) Register of persons employed by the Contractor
  - b) Employment Card
  - c) Service Certificate

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- d) Muster Roll, Wage Register, Deduction Register, Wage slip, Overtime Register, Register of Fines, and Register of Advances etc.
- 2) The Contractor shall display the abstract of the Contract Labour (Regulation&Abolition) Act and the Rules thereunder both in English and Tamil.
  - 3) Half yearly Return shall be sent by the Contractor in duplicate to the Licensing Officer.
  - 4) The Contractor shall submit the returns required under the Contract Labour (Regulation & Abolition) Act 1970 periodically to BHEL Management.
  - 5) The Contractor shall without fail give upto date information in writing of the attendance of the workers employed by him.
  - 6) The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty.
  - 7) 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.

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### WORKING HOURS AND WORKING CONDITIONS

- 1) No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.
- 2) 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 workmen are booked for work on Sunday.
- 3) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.
- 4) The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- 5) The Contractor shall give four paid National Holidays to his workers, viz., 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October.
- 6) The Contractor shall ensure that his workmen vacate the premises after the shift is over.
- 7) The Contractor shall give leave with wages to his 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 of work performed by the worker during the previous calendar year. The worker whose services 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 of 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.
- 8) No woman 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.
- 9) The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

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### GENERAL TERMS & CONDITIONS OF CONTRACT

**DEFINITION:** - In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

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.

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.

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.

"The **Officer-In charge**" means, the Officer deputed by the AGM/PPPU-THIRUMAYAM, to supervise the work or part of the work.

"**Approved**" and "**Directed**" means, the approval or direction of AGM/PPPU-THIRUMAYAM, or person deputed by him for the particular purposes.

"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 Executive/CONTRACTS/PPPU authorised to invite tenders and enter into contract for works on behalf of the Company.

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.

A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

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.

**HEADING TO THE CONTRACT CONDITIONS:** - The heading to these conditions shall not affect the interpretations thereof.

**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.

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**DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/PPPU-THIRUMAYAM,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

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

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

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

**SECURITY DEPOSIT:-**

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

Contract Value Up to ₹.10 Lakhs	10% of the contract value
For Contract Valued above ₹.10.00 Lakh upto 50.00 Lakhs	1 lakh plus 7.5% on the balance of the Contract value.
For Contracts valued above ₹.50.00 Lakhs	₹.4 lakhs + Plus 5% on the balance of the contract value.

The Security Deposit shall be deposited before start of the Work. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

The Security Deposit may be furnished in any one of the following forms:

- Cash (as permissible under the Income Tax Act) – at present not applicable to BHEL-Thirumayam.
- Pay Order, Demand Draft in favour of BHEL
- Local cheques of scheduled banks, subject to realization.
- Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

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- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period & maintenance period if any.
- vi) In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to The Senior Manager, CONTRACTS/PPPU, PPPU, BHEL Thirumayam.
- vii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and with minimum validity covering the contract period & maintenance period if any.
- viii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected (any of the above form) and the balance 50% may be recovered from the running bills.

**The security deposit shall not carry any interest.**

**The Earnest Money paid at the time of tender (except one time EMD) will be adjusted as part of the Security Deposit** and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement. No interest shall be allowed on Security Deposits. 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 there from 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.

**REFUND OF SECURITY DEPOSIT:-** Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.

**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.

**CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/PPPU-THIRUMAYAM, to act in his stead.

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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 Executive/CONTRACTS/PPPU or the OFFICER-INCHARGE, to receive instructions.

BHEL-PPPU, THIRUMAYAM 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.

**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, there under from time to time.

**PRECAUTIONS AGAINST RISK: -** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/PPPU-THIRUMAYAM, 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.

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

(i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

**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 extend as provided in the case of cancellation for default.

If the Contractor shall:-

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- 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
- 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
- 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.

### **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,

- being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors  
OR
- being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,  
OR
- Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.  
OR
- Fails to carry out the work and unauthorized absence for more than 3 days.

Whenever BHEL exercise the authority to cancel the contract under these 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 EXECUTIVE/CONTRACTS/PPPU 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

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address



## BHARAT HEAVY ELECTRICALS LIMITED

POWER PLANT PIPING UNIT

THIRUMAYAM- 622 507

CONTRACTS DEPARTMENT

Phone : 0431279551

E.mail : [ilango@bheltry.co.in](mailto:ilango@bheltry.co.in)

Website : [www.bhel.com](http://www.bhel.com)

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excess amount ordered by AGM/PPPU-THIRUMAYAM, or the same shall be recovered from the Contractor by other means.

In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/PPPU-THIRUMAYAM, whose decision shall be final and conclusive.

### **CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:**

#### **If the Contractor:**

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/PPPU-THIRUMAYAM, or his authorised representative ;
- fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under ;
- 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 AGM/PPPU-THIRUMAYAM, 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 EXECUTIVE/CONTRACTS/PPPU 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 AGM/PPPU-THIRUMAYAM, whose decision shall be final and conclusive.

### **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.

**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 AGM/PPPU-THIRUMAYAM, 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.

Place:

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**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 AGM/PPPU-THIRUMAYAM, 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:

- Deviation from the items provided in the contract documents.
- Extra items / new items of work.
- 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.

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

**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.

**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.

**FORCE MAJEURE 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 therefore 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 Executive/Contracts/PPPU subject to prompt notification by the contractor.

**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 AGM/PPPU-THIRUMAYAM, 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

Place:

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Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

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

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

**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.

#### **STATUTORY REQUIREMENTS:**

- 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.
- 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.
- 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.
- Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**REGISTERS & RECORDS:-** The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

**MOTOR VEHICLE ACT:-** The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honour the Supreme Court Judgment by not carrying Over Weight and comply with the relevant Motor Vehicle Act and other statutory requirement.

**REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web,

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electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

**CHANGE IN CONSTITUTION OF FIRM:** - Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

**LIEN OF CONSIGNMENTS:-** The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor. Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

**FRAUD PREVENTION POLICY:-** The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Place:  
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**MSE VENDORS:-** The MSE status is based on acknowledgement of Entrepreneur Memorandum Part II (hereinafter referred as EM II Certificate), the validity of such EM II certificate will be **deemed as 2 years** from the date of acknowledgement of the EM II certificate, unless it is accompanied by a CA certificate, certifying that investment in plant & machinery of the supplier is within the permissible limits as per the MSME Act for relevant status (Micro or Small).

MSE suppliers can avail the intended benefits only if they submit along with their bid, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as provided below) applicable for the year, certifying quantum of investment in plant and machinery within permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Certificate by Chartered Accountant on letter head

This is to certify that M/s. \_\_\_\_\_ (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) \_\_\_\_\_ dtd. \_\_\_\_\_, Category: \_\_\_\_ (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date \_\_\_\_\_ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):  
₹ \_\_\_\_\_ Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

The above investment of ₹ \_\_\_\_\_ Lacs is within permissible limit of ₹ \_\_\_\_\_ Lacs for \_\_\_\_\_ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place:

Date:

Signature of Authorized Signatory  
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### TERMS & CONDITIONS RELATED TO SAFETY

**At the time of Ordering, Health and Safety records along with Certificate of Registration with appropriate authorities under "The Building and Other Construction Workers (RE&CS) Act, 1996" to be submitted to BHEL.**

#### **SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950**

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

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

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

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

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.

Place:

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18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personal protective equipment conform with standard specification as per the details given in the code of conduct.

Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

## **SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS**

### **I. VEHICLE**

1. Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
2. The light on right side, i.e., over the driver's cabin shall be in working condition.
3. Both the head lights as well as park lamps must be in working conditions.

### **II. MOVEMENT OF VEHICLE**

1. The vehicle should not travel at more than 20 km.ph in our premises.
2. The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
3. Vehicles carrying inflammable liquids in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid Static Electricity.
4. In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
5. The driving should 'KEEP TO THE LEFT' at all places.
6. The vehicle should not be parked in road which could obstruct the vehicular traffic.
7. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
8. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

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## III SHIPPING

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operation. The packing materials should be good enough to withstand the load.
3. The stacking of loads in the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The loaded materials should be fastened tightly with 'WIRE ROPE'. Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tyre between the sharp edge of the job and wire rope in order to avoid cut in the wire rope.
5. There must be minimum two fastenings and it should be more in case of lengthier loads.
6. The wire rope should be in sound conditions i.e, there should not be links, knots or bristles etc. The wire rope ends should be clamped with 'U' clamps.
7. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailer also.
8. The loose pieces should be bundled before loading on the truck.
9. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.
10. The load should not be over hanging more than 3 ft. from the end of the body.
11. The materials should not be stacked too high to avoid hitting against live electric lines.
12. While transporting the scraps, there must be wire knitting cover to prevent falling of scrap.

## IV GENERAL

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

## NOTICE OF ACCIDENTS

- 1) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
- 2) 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 Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act )

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	Phone : 0431279551      E.mail : <a href="mailto:ilango@bheltry.co.in">ilango@bheltry.co.in</a> Website : <a href="http://www.bhel.com">www.bhel.com</a>

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**PRICE BID**

Sl. No.	Descriptions	UOM	Quantity (A)	Period Of Contract	Unit Rate (Exclusive of Service Tax) (B)	Total cost (Exclusive of Service Tax) (C) = (A) x (B)
01.	Supply of 1 No. of Tractor with 2 Nos. of Trailers of 20 feet length and 10MT capacity for internal movement of materials from any place to any other place within BHEL - PPPU, Thirumayam.	DAY	365	1 (one) year	₹ _____/- PER DAY  (Rupees _____  _____ ONLY) PER DAY	₹ _____/-  (Rupees _____  _____ ONLY)

**IMPORTANT NOTE:**

- L1 will be decided based on the minimum total value of 'C' covering the Price bid on single vendor.**  
 Rates should be quoted in figures and words and are to be identical. There should not be any corrections/over writing in price bid, wherever there is a difference in the two, **the rates in words will be taken as final.**

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To

THE PURCHASE / CONTRACT EXECUTING AGENCY / BHEL

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor												
02	VENDOR CODE assigned by BHEL												
Details of Bank Account:													
03	NAME & ADDRESS OF THE BANK												
04	NAME OF THE BRANCH												
05	BRANCH CODE												
06	MICR CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											
07	ACCOUNT NUMBER												
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT											
09	BENEFICIARY'S NAME												
10	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											
11	EMAIL ID												
12	TELEPHONE/MOBILE NO.												

### CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that a payment made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **Original signed cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

### Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

Manager / Officer's Signature Under Bank stamp

DATE:

and Name Seal with Membership No.

(Telephone / Mobile No.)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Place:

Signature of Authorized Signatory

Date:

with seal & full address