



Bharat Heavy Electricals Limited

(A Government Of India Undertaking)

Boiler Auxiliaries Plant

Ranipet – 632 406

Phone Nos: 04172 – 284839

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.
- However if any contractor registered in any one of BHEL unit/ region shall be considered as registered for the same work/ class of work, without detailed assessment .In that case the performance rating of the contractor issued by the concerned BHEL unit/region shall be enclosed alongwith the tender document with requisite EMD amount..
- Interested Vendors may contact with their credentials to AGM (P&MS) 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 or can be downloaded from BHEL WEB page.

DY.MANAGER/P&MS/LOGISTICS

SIGNATURE OF THE TENDERER WITH SEAL



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Phone no.04172-284839

E-mail:vkn@bhelrpt.co.in

Boiler Auxiliaries Plant

Ranipet – 632 406

PRODUCTIVITY&MANAGEMENT SERVICES **LOGISTICS MANAGEMENT**

TENDER ENQUIRY NO:P&MS/LM/055 Dt.16.01.2013

NOTICE INVITING TENDER

01. Name of the work : Collection, Loading, Transportation Unloading, Segregation, Lotting and Stacking of scrap materials using Powered Vehicles.
02. Approximate Quantum to be handled: As per scope of Work and Rate Schedule.
03. Period of Contract : One year (from the date of LOI)
04. EMD to accompany the Tender : Rs.1,00,000/-
(Rupees One lakh only)
Tenders received without EMD will be rejected.
05. Last Date & Time for receipt of Tender : 28.01.2013 :: 14.00 hrs.
06. Date and Time of Opening the Tender: 28.01.2013 :: 14.30 hrs.
07. Issued to :

Yours faithfully,
for and on behalf of BHEL

DY.MANAGER/P&MS-LOGISTICS.

NOTE: - EMD – MODE OF PAYMENT

Demand Draft drawn in favour of BHEL,Ranipet
Payable at SBI/Mukundarayapuram.

The Tenderer should sign and put seal in all the pages of
Quotation, Terms and Conditions and return.

SIGNATURE OF THE TENDERER WITH SEAL

Decription of work	Quantity	Rate in Rs.	Value in Rs.
(I) SCRAP COLLECTION, TRANSPORTATION, WEIGHMENT, UNLOADING and STACKING. Light/Medium/Heavy Ferrous and Non-Ferrous Scrap / Cut –bit materials such as Plates, Sheets, Structural, Wood, Cutting Slags, Coils, Castings, Forgings, Rods, Tubes/Pipes, Machinery items, Wire ropes, and all other sundry items as specified by Stores Officials as per the schedule 1A, 1B, 1C & 1D. The following activities are to be carried out from any place to any place within the factory.			
(I-A) Collection, loading, transportation, weighment and unloading of the above scrap materials by the contractor.	1200 MT		
(I-B) Collection, transportation, weighment and unloading of the above scrap materials and emptying the bins by the contractor. (Loading by BHEL crane)	1600 MT		
(I-C) Collection, transportation, weighment of the above scrap materials by the contractor. (Loading, Unloading and emptying the bins by BHEL)	1000 MT		
(I-D) Movement and stacking of the above scrap materials by the contractor within the scrap yard.	900 MT		
(II) SCRAP COLLECTION, TRANSPORTATION, WEIGHMENT, UNLOADING and STACKING. of CE Sheets, HE Sheets scraps, Coil packing materials (Bazaar items), outer and inner coil rings, coil strips, Paint Tins/Drums, Cans, rods binding strips, binding wires/rods and all other sundry items as specified by Stores Officials as per the schedule 2A, 2B, & 2C. The following activities are to be carried out from any place to any place within the factory.			
(II-A) Segregation of all above scrap materials, collection, loading, transportation, weighing and unloading of the above scrap materials by the contractor	1000 MT		
(II-B) Transportation, weighing and unloading of the above scrap materials and emptying the bins by the contractor. (Loading by BHEL)	500 MT		
(II-C) Transportation, weighing, unloading, movement and stacking of the above scrap materials by the contractor. (Loading by BHEL).	600 MT		
(III) Lotting of all types of Scrap materials: Segregation, Loading, Transporting, Weighment, Unloading & Stacking of all types of Scrap Materials by the contractor as specified by the Stores Officials.	5000 MT		

SIGNATURE OF THE TENDERER WITH SEAL

(IV) HOUSE KEEPING AND SUNDRY WORKS AT DISPOSAL STORES AND OTHER DEPARTMENTS.Cleaning of Machined Chips (Turnings& Borings), Wood and Paper Waste, Stacking of Paint Drums, Collection of small cut-bits, Segregation of Non-Ferrous materials in the Disposal Stores Collecting Area, Segregation of Plates, Structural, Pipes/Tubes, Site returned materials, Rejected/PDO materials and any other materials including sundry items in the Disposal Stores collecting area or any other area and house keeping work as specified by the Stores Officials.(payment will be made for One MT per manday utilised)	5200 MT		
(V) ISSUE OF SCRAP/CUT-BIT MATERIALS TO MSA FIRMS/OTHER DEPARTMENTS.Loading of all types of Scrap/Cut-bit materials and or any other materials manually from Disposal yard to Outsourcing firms, Local site Fabricators or any other departments or as assigned by Stores Officials.	700 MT		
(VI) Collection of Turnings and Borings: Collection of Turning and Boring Scrap from the machine beds, pits, conveyors in and around the Machines in the production bays and put them in the Scrap Bins, Transportation, Weighment and unloading at Disposal Stores yard. Keeping spic and span of Raw Materials, finished /machined components and machine accessories at production bays.	600 MT		
(VII) Empty Oil Barrel Collection:Collection, Transportation, Unloading and Stacking of 205 Ltr Empty Barrels from inside factory to Disposal Stores Yard. Quantity in Nos.	3500 NOS.		
(VIII) Measurement and Rewinding of Cables: Cleaning & Measuring of all sizes of Cables and rewinding the cables in the Drums after positioning in the Holding Stand. Both the ends of the cable are to be inserted in the Holes of cable Drum. The Cable Drum's outer side are to be covered with wooden planks by Cutting & Nailing. The Outer sides of the Drums are to be Painted. (Paint, Nails, Wooden Planks, Plastic Covers & Mobile Crane if required will be provided by BHEL). Quantity in Running meters.	4000 RM		
SUB TOTAL VALUE IN Rs.(A)			
SERVICE TAX: %	SERVICE TAX VALUE(B) Rs.		
TOTAL VALUE(A+B) Rs.			

SIGNATURE OF THE TENDERER WITH SEAL

LIMITED TENDER ENQUIRY No:P&MS/LM/055:Dt.12.01.2013

SCOPE OF WORK:

01. Name of the Work:

Scrap Handling: Collection, Loading, Transportation, Weighment, Unloading, Segregation and Stacking of Scrap materials as mentioned below by using Powered vehicle, Labourers and Tools and Tackles.

02. Scrap Materials to be Handled:

Metal scraps such as plates, sheets, structural, coils, castings, forgings, machinery items, cut bits, electrodes, cutting/welding slag, turnings and borings Bazzar Scrap and all non Ferrous materials etc.,

03. Scope of Work:

- (i) The above categories of scrap lying/generated at various places at the Boiler Auxiliaries Plant at Ranipet premises, shall have to be collected, loaded, transported, weighed, unloaded, segregated and stacked as specified by Stores Officials at the scrap yard near the East Gate or at other places of the factory.
- (ii) Segregation, loading, transportation, weighment, unloading and stacking as specified by Stores Officials are to be done at the scrap yard near the east gate or at other places of the factory
- (iii) The quantity mentioned in the rate schedule is tentative and may vary according to the scrap generation. 10% variation in quantity is admissible.
- (iv) The contractor has to engage his own labourers at his cost for the entire operation of the contract.
- (v) The contractor has to engage his own / hired vehicle daily required for the above operation. In case of increased quantum, the number of vehicles should be increased daily as per the request of Stores Officials.
- (vi) Collection of metallic scrap, non-metallic scrap and other items should be done separately as per the instruction of Disposal Stores Staff.
- (vii) All the materials handling operations are to be done within the BHEL Ranipet Factory premises.
- (viii) For more details also refer the scope of work and rate schedules (attached).

04. Whenever the scrap materials are transported through scrap bins the payment will be made only for the actual quantity of the scrap materials moved and the weight of the empty scrap bins will not be taken into account for payment purposes. Also, it is the responsibility of the contractor to return the empty scrap bins to the respective areas as instructed by Stores Staff after unloading of the scrap materials in the scrap yard. **The approximate weight of one empty scrap bin shall be 375 kgs.**

SIGNATURE OF THE TENDERER WITH SEAL

LIMITED TENDER ENQUIRY No:P&MS/LM/055:Dt:12.01.2013

SPECIAL CONDITIONS

01. The Tenderer should have the suitable powered heavy vehicle in his own name/hired and the same should exist during the contract period. **R.C.Book copy is to be enclosed with Tender. For hired vehicle lease agreement copy to be enclosed for the contract period**
02. The above requirement will be verified before award of work by BHEL and only on satisfactory evidence the contract will be awarded to the successful bidder.
03. The vehicle engaged for this contract shall have valid RC and the driver shall have valid License through out the contract period.
04. The required experienced men for handling, necessary powered vehicles for transportation, handling tools like crow bars, shovels, etc., and other equipment as necessary for the operations should be provided by the contractor at his cost.
05. The vehicles with men will have to work from 8.30 A.M. to 5.30 P.M. generally. Whenever required, the working hours may be extended. The contractor should be prepared to work in any Shift/all the three shifts during the 24 hours. The crew with vehicles should report to the Disposal stores at 8.30 A.M. daily on all the working days and if required on Sundays/Holidays also as per prior intimation.
06. The minimum safety equipments to be provided for the contractor's workmen under this contract are safety boots and leather gloves. It is responsibility of the contractor not only to provide the work force with such safety equipments as may be considered necessary for the execution of the work but also to ensure their wearing while working. Further, the materials should be transported safely by licensed drivers and without traffic hazards duly observing all prescribed/necessary safety precautions.
07. The work covered by this contract should be done under the contractor's direct supervision and should not be sub-contracted. The contractor should also depute an able literate supervisor in the absence of the contractor, for proper supervision and for receiving instruction etc.,
08. The contractor should maintain trip sheets for the loads transported with weight details and obtain counter signature of the authorized officials in Disposal Stores to support the bill. A proforma for the same will be given and the contractor should get the trip sheet book printed at their cost for this use.
09. Terms and conditions regarding compliance with various labour laws by the contractor for BHEL should be adhered to.
10. "General Terms and Conditions of the Contract" laid down by BHEL would be applicable during the operation of the contract.

SIGNATURE OF THE TENDERER WITH SEAL

11. Service tax :

i) On awarding the contract, the tenderers should register for Service Tax with concerned Government authorities. A copy of Service Tax registration to be submitted to BHEL. The tenderers are requested to quote their rates clearly indicating the Service tax separately.

ii) The bidder shall not include service tax in their quoted rates; but the bidder has to separately indicate the service tax amount and workings thereof in the price bid format.

iii) **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.

iv) **Supply of labour Service:** Bidders have to quote full service tax payable in the price bid format included in the bid document. Out of full service tax amount indicated by the bidder, 25% of the same shall be considered for evaluation of offers in the case of bidders being an individual, sole proprietary ship firm, Hindu undivided family or partnership whether registered or not, including association of persons. For other bidders full service tax quoted shall be considered for evaluation.

In such cases of successful bidder being an individual, sole proprietary ship firm, Hindu undivided family or partnership firm whether registered or not, including association of persons, 25% of the service tax amount quoted in the price bid format will be considered for reimbursement against valid documentary evidence. For others service tax quoted in the price bid will be considered for reimbursement against valid documentary evidence.

In such cases of bidders being an individual, sole proprietary ship firm, Hindu undivided family or partnership firm whether registered or not, including association of persons, service tax payable by BHEL as receiver of supply of manpower service i.e.75% of the service tax payable for the service on quoted price, by BHEL @ 9.27% presently, shall be added to arrive at the total cost to BHEL for each bidder for the purpose of evaluation of bids.

Service tax at applicable percentage shall be quoted by the tenderer. **In case Service tax percentage or service tax amount is not mentioned , it is presumed that service tax at normal rates is included in the quoted rates .**

12. The tenderer should sign and put seal in all the pages.

13. **L1 tenderer will be decided based on overall L1 tender value(tender quantity multiplied by quoted rate) for all the schedules together.**

14. BHEL reserves the right to accept/reject any/all the Tenders without assigning any reason.

15. **The contract will be awarded to single party only.**

16. **Tenders without Earnest Money Deposit will be rejected.**

17. Contractor shall deploy adequate manpower to carryout every day work wherever required in more than one shift with suitable powered vehicles without any pending depends upon the quantum of scrap. The powered vehicle should meet all the statutory requirements. The manpower and powered vehicles may be increased/decreased depending upon the quantum of work.

SIGNATURE OF THE TENDERER WITH SEAL

CONTRACT CONDITIONS ON TAXES & DUTIES

1. The Tenderer shall have been Registered under Excise, Sales Tax, Tamil Nadu VAT, Service Tax regulations if applicable and provide a copy of such registration to BHEL as part of the tender document. In case of fresh registration/amendment thereon, the same shall be carried out before start of the work. PAN no shall be submitted as part the tender document.(copy to be enclosed)
2. Service Tax shall be paid by the service provider namely the Tenderer.
3. Required Tax Invoice as per the existing provisions to be issued in required parts duly signed by the Competent/Authorized Official of the Contractor to BHEL.
4. If due to deficiency in the document submitted, BHEL could not avail CENVAT, VAT Credit, the credit amount will be recovered from the amount due to the Tenderer .
5. If payment of statutory dues are not made in accordance with the applicable provisions of the relevant Act within the time specified and Penalty, Interest etc paid/payable by the Contractor, the same shall not be reimbursed by BHEL and the entire implication is only to be born by the Contractor. The Tenderer shall clearly indicate the rate of applicable taxes and duties for the work to be executed.
6. The Tenderer shall indicate all exemptions on account of thrushold limits or special notification under any stature. Any modification theron shall also be intimated immediately on changes.
7. The quote submitted shall include all taxes and duties of whatsoever in nature but exclusive of Service Tax which shall be quoted separately if applicable. The existing rate shall be quoted clearly. If reduced rates are applicable on account of material, labour if any the same shall be indicated clearly. After tender opening addition of any tax & duty is not admissible.
8. If any composition scheme is to be availed by the Tenderer, the all relevant terms and conditions shall be indicated clearly in the offer. The required compliance under relevant statue shall be carried out.
9. Any statutory variation will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be born by the vendor only.
10. In the case of service tax, the documentary evidence for having paid the same to the Authorities shall be submitted along with subsequent bill, failing which BHEL will disallow the admitted amount in the earlier bill.
11. In case of exemption from the applicable works contract sales tax, required certificate from their jurisdictional Commercial Tax Authorities to be submitted along with their claim failing which works contract sales tax shall be recovered from their bill and remitted to the tax authorities. However the TDS certificate will be issued as per the provisions of the respective Acts. Once recovered any tax the same shall not be paid from the end of BHEL.

SIGNATURE OF THE TENDERER WITH SEAL

TENDER CONDITIONS -I

1. Tenders must be submitted in sealed covers and should be addressed to the DY.MANAGER/P&MS-LOGISTICS, BAP/BHEL/RANIPET – 632 406, with full name and address of the tenderer and the name of work being noted on the cover.
2. All entries in the tender documents should be in the same ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.
3. Tenderers should fill their rates in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with these documents and also sign each and every page of the tender documents.
4. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer are liable for rejection.
5. Tenders not submitted on the prescribed forms are liable for rejection.
6. In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
7. **EARNEST MONEY DEPOSIT (EMD):**
Earnest Money is to be paid by each tenderer by way of Demand Draft in favour of “Bharat Heavy Electricals Limited,RANIPET-632 406” Payable at SBI, BHEL Project Branch (7013), MR Puram, Ranipet.6
- 9 **NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY.**
10. (i) The Earnest Money Deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract

(ii) EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.

(iii)EMD by the Tenderer will be forfeited as per Tender Documents if
 - ai) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - b) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
12. M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there of.

SIGNATURE OF THE TENDERER WITH SEAL

13. Tenders submitted by post should be sent through “REGISTERED POST ACKNOWLEDGEMENT DUE”. These should be posted with due allowance for any delay in postal delivery. On no account the tenders, received after the due date and time of opening tenders, will be considered.

14. The contractor’s responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.

15. (i) Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or shareholders relative, employed in BHEL, the authority inviting tenders shall 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 employee and their dependents are eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified.

16. If a tenderer expires after submission of his tender, BHEL may be at their discretion to cancel such tender.

17. BHEL will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

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

19. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context so requires.

20. The expenses for completing and stamping the agreement shall be to the contractor’s account.

21. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.

22. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.

23. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

24. The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

SIGNATURE OF THE TENDERER WITH SEAL

25 .In case if you are not interested in submitting your quotation, you should return all the tender papers with a covering letter stating that you are not interested in the tender,

26. The tenderers can visit us on working days during office working hours for any clarifications before submitting their offer.

27. The “GENERAL CONDITIONS, TENDER CONDITIONS AND SPECIAL CONDITIONS OF THE CONTRACT” shall form an integral part of contract for the work to be entered into.

28. The offer shall be valid for 90 days from the date of tender opening.

SIGNATURE OF THE TENDERER WITH SEAL

TENDER CONDITIONS -II

GENERAL CONDITIONS OF THE CONTRACT

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 AGM/P&MS,MTD&TE&SE to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of AGM/P&MS,MTD&TE&SE, 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 AGM/P&MS,MTD&TE&SE 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.

SIGNATURE OF THE TENDERER WITH SEAL

4. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/P&MS,MTD&TE&SE. 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:- (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

- a) In the case of works costing up to Rs.10. Lakhs :: 10% of the estimated cost
- b) In the case of works costing above Rs.10.00 Lakhs up to Rs.50.00 Lakhs :: 1 Lakh + 7.5.% of the amount exceeding Rs.10 Lakhs.
- c) In case of works costing above Rs.50 Lakhs :: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

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).

SIGNATURE OF THE TENDERER WITH SEAL

- 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.
- 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 AGM/P&MS,MTD&TE&SE 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 AGM/P&MS,MTD&TE&SE or the OFFICER-INCHARGE, to receive instructions.

The AGM/P&MS,MTD&TE&SE 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 irable. 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, there under 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 :-

SIGNATURE OF THE TENDERER WITH SEAL

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/P&MS,MTD&TE&SE 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 extend 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 time, as directed by AGM/P&MS,MTD&TE&SE or his authorized officials and continues in that state after a reasonable notice from AGM/P&MS,MTD&TE&SE 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 DGM/Stores 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 AGM/P&MS,MTD&TE&SE 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

SIGNATURE OF THE TENDERER WITH SEAL

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 DGM/Stores 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 AGM/P&MS,MTD&TE&SE 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 AGM/P&MS,MTD&TE&SE 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 AGM/P&MS,MTD&TE&SE or his authorised representative
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM/P&MS,MTD&TE&SE 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 AGM/P&MS,MTD&TE&SE 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/P&MS,MTD&TE&SE 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 AGM/P&MS,MTD&TE&SE 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.

SIGNATURE OF THE TENDERER WITH SEAL

“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 DGM/Stores 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 AGM/P&MS,MTD&TE&SE or his authorized Officer..

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 AGM/P&MS,MTD&TE&SE 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 AGM/P&MS,MTD&TE&SE 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.

SIGNATURE OF THE TENDERER WITH SEAL

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 THE 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.

SIGNATURE OF THE TENDERER WITH SEAL

TENDER CONDITIONS -III

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.

.....

SIGNATURE OF THE TENDERER WITH SEAL

TENDER CONDITIONS -IV
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.

(3) 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)

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.

SIGNATURE OF THE TENDERER WITH SEAL

- 6) The contractor shall get the contract labourer 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 as notified by BHEL from time to time. The current minimum wages for Un Skilled Worker(USW) is Rs.190.00 per day. In addition a sum of Rs.2000/- per month as additional payment to their worker(USW) shall be paid. This additional payment will attract all the statutory requirement like PF, ESI, Bonus etc.
The increase in wages if any within the contract period will have to be borne by the contractor.
- 10) The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- 11) The contractor shall ensure payment of wages to the contract 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.
- 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.

SIGNATURE OF THE TENDERER WITH SEAL

- (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.,
- (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.

SIGNATURE OF THE TENDERER WITH SEAL

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 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 rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- (30) 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.
- (31) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October.
- (32) The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- (33) 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.
- (34) 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.
- (35) 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:

- (36) 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.
- (37) 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

SIGNATURE OF THE TENDERER WITH SEAL

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).

- (38) 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.
- (39) 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.
- (40) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (41) 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.
- (42) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (43) 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.
- (44) 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.
- (45) 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.

SIGNATURE OF THE TENDERER WITH SEAL

- (46) 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.
- (47) 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.

SINGNATURE OF THE TENDERER WITH SEAL

SIGNATURE OF THE TENDERER WITH SEAL