

Notice Inviting Tender (NIT).

Tender No. and Date	LGX / RC / E-00436 Dt 25-10-2021
Nature of Work	Rate Contract for Packing / Loading / Un-Loading Works of Consignments having various Dimensions and Weights of Finished Products in Different Blocks inside Factory Area of BHEL-Bhopal.
Earnest Money Deposited (EMD).	<p><u>Rs. 2,02,793/- (Rupees Two Lakhs Two Thousand Seven Hundred Ninety-Three Only).</u></p> <p align="center"><u>OR</u></p> <p>ONE TIME EMD of Rs.5 (Five) Lakh (for exemption from payment of EMD with each such tender in BHEL / Bhopal).</p> <p align="center"><u>OR</u></p> <p>MSE contractor (s) / vendor (s) are exempted from submission of EMD subjected to submission of proper credentials i.e. Udyog Aadhaar Memorandum (UAM) etc.</p>
Last date for submission / Deposit of tender.	Tender Documents shall be Submitted before 11.00 AM on 08/11/2021 in the green box kept in the tender room, Admin. Building, Ground Floor.
Tender Opening Date & Time	Date : 08/11/2021, Tenders will be opened on the same day at 2.00 PM sharp in the tender room, Ground Floor, Administrative Building, BHEL Bhopal.
Integrity Pact (IP)	Bidder(s) must submit duly signed integrity pact (IP) in the document attached as Annexure1-2.

NIT Ref : LGX / RC / E-00436; Due Date of Submission : 08/11/ 2021.

NAME OF WORK : : Rate Contract for Packing / Loading / Un-Loading Works of Consignments having various Dimensions and Weights of Finished Products in Different Blocks inside Factory Area of BHEL-Bhopal.

Sealed tenders are invited from the tenderers who have worked as Labour Contractor in BHEL/ PSUs / Govt. / Semi-Govt. / reputed Public / Private Limited Company having valid Labour license No./ Registration No./ Gumashta No., PF, ESI, PAN No. and GST Registration No. etc.

The tenderer (Contractors/ Bidders) shall submit Techno-Commercial Bid (PART-I) and Price-Bid (PART-II) in separate sealed envelopes and each envelopes must be marked clearly as Techno-commercial Bid (Part-I) or Price Bid (Part-II) as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. Both sealed envelopes should be kept in third large envelope clearly super-scribed with NIT Reference No. and Due Date of Submission, Bidders name & address. Price Bids of only those parties will be opened who fulfill all qualifying conditions as per Annexure-I.

PART-I : Techno-Commercial Bid includes

- i) Pre-Qualification Requirements & Criteria (Annexure-I).
- ii) Copy of proof of Earnest Money Deposit (EMD).
- iii) Signed and sealed tender documents with all tables/ Declaration forms/ information sheets duly filled in legible writing.

PART-II : Price-Bid contains only

Schedule of Rates (Annexure-II).

Terms & Conditions and Scope of Work

1.0 CONTRACT PERIOD, CONTRACT EXTENSION & CONTRACT CLOSING:

The period of above work will be twelve months (12 months) from the date of award of contract.

However, BHEL reserves the right to extend the contract further by a maximum of ONE MORE YEAR, short close the contract during contract period or terminate it fully at its discretion at any time without assigning any reason thereof or serving any notice to the contractor.

2.0 SCOPE OF WORK :

Packing work of finished goods in supplied wooden boxes / packing sets in different warehouses inside BHEL Bhopal including loading / unloading of boxes in / from trucks and trailers or wagons has to be carried out under this works contract. The complete Scope of work will be as per Annexure-III and as per instruction of respective warehouse engineer / officer in-charge from time to time.

3.0 PRICE - BID EVALUATION AND DISTRIBUTION OF WORK :

Estimate for total contract has been disclosed at Annexure II. Bidder (s) are advised to quote **at Par or Below or Above. In case any bidder (s) wants to quote above or below of estimate then they have to quote in percentage.** Evaluation shall be on the basis of value for total business quantity. The rate for entire scope as per Annexure-III is to be quoted in the Schedule of Rates (Annexure-II). The distribution of work will be done amongst 4 (four) parties on equated rates only. Price bid will be evaluated for the total cost (Estimated Business Volume in Cu-Mtr of Wood multiplied by the rate quoted per Cu-Mtr) as per the Schedule of Rates (Annexure-II).

For deciding L1 rate, conventional method of opening price will be done for this tender. L-1 rate will be counter offered to L-2, L-3 and so on till acceptance for L-1 rate is obtained from requisite number of parties'.

BHEL shall split and award the work as it decides and the decision of BHEL will be final. The work will be divided based on the Bidder's Rank. The Percentage of Work / Business Distribution shall be as per the table below:-



Distribution Table :

Work Distribution (Splitting of tendered quantity).	Bidders Rank	Tentative Percentage Distribution of work	Warehouse / Bay / Working Area / Item
Tendered Quantity shall be distributed among four parties. (If No. of qualified response is five or more than five and four parties have accepted L-1 rate declared by BHEL).	L-1	40	Block-2/Bay-4 and 9, OWD and CRX. Block-9 and TGM (Traction).
	L-2	30	Block-1 and Block-4/Bay-2,3,4,7(Poles Only) and 8 (Poles only).
	L-3	20	Block-3/Bay-3 and 9
	L-4	10	Block-4/ Bay-5,7 (Except Poles), 8 (Except Poles) and Block-6.
Tendered Quantity shall be distributed among three parties. (If No. of qualified response is four or only three parties have accepted L-1 rate declared by BHEL).	L-1	50	Block-2/Bay-4 and 9, OWD and CRX. Block-9 and TGM (Traction). Block-4/ Bay-5,7 (Except Poles), 8 (Except Poles) and Block-6.
	L-2	34	Block-1 and Block-4/Bay-2,3,4,7(Poles Only) and 8 (Poles only).
	L-3	16	Block-3/Bay-3 and 9
Tendered Quantity shall be distributed among two parties. (If No. of qualified response is three or only two parties have accepted L-1 rate declared by BHEL).	L-1	67	Block-2/Bay-4 and 9, OWD and CRX. Block-9 and TGM (Traction). Block-1 and Block-4/Bay-2,3,4,7(Poles Only) and 8 (Poles only).
	L-2	33	Block-3/Bay-3 and 9 Block-4/ Bay-5,7 (Except Poles), 8 (Except Poles) and Block-6.
Total tender Quantity shall be awarded to single party. (If No. of qualified response is two or only single parties have accepted L-1 rate declared by BHEL).	L-1	100	All warehouses/ Bay / Packing Area inside factory.

The above business distribution is totally on tentative basis and LGX may review and revise the work distribution / working area from time to time depending on work load and specific requirements.

In case of fewer bidders, the percentage of work and work area shall be redistributed proportionately amongst the bidders as per above table.

If no bidder other than L1 bidder accept L-1 price declared by BHEL, L1 bidder has to accept and execute the contract, if required by BHEL.

3.1 The bidder shall quote rate after visiting the work place, if desired, and after considering the cost of tools and tackles required for the execution of work. Conditional tender is not acceptable.
The quoted rate shall be valid for 90 days from the date of opening of Part-I for ordering.

Guidelines for dealing with "Discrepancy in Words & Figures- quoted in price bid".

- If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 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



- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) 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.

3.2 BASIS OF PAYMENT

Payment to the contractor shall not be linked with number of workers deployed / absent.

Payment to the contractor for packing work will be based on Cu-Mtr of wood content in packing box based on TFC drawings duly certified by concerned warehouse in-charges. Wherever TFC drawings are not available, the following "Table A" shall be the basis for computation of volume of wood in Cu-Mtr. Wherever, steel boxes / structures are used for packing, equivalent wood content will be considered for purpose of payment. Equivalent wood in Cu-Mtr for the purpose of payment of loading/unloading charges of loose items only will be as per "Table B".

In an exceptional situation where it is not possible to work out based on Table A / Table B, a DEPARTMENTAL COMMITTEE SHALL REVIEW AND DECIDE on the basis of payment.

Table A

Volume of box (LxBxH) in Cu-Mtr	Estimated Wood Content in Cu-Mtr (Divide Volume of box by)
Upto 0.14	1.65
0.15 to 0.30	2.60
0.31 to 1.00	3.20
1.01 to 2.00	3.85
2.01 to 4.00	4.75
4.01 and above	8.35

Table B

L or B or H of loose item whichever higher in mm	Equivalent wood for purpose of payment of loading/ unloading charges of loose items only (Cu-Mtr)
upto 1000	0.0067
1001-2000	0.0133
2001-.3000	0.0200
3001-4000	0.0333
4001-5000	0.0500
5001 and above	0.0667



3.4 Payment Terms :

100% payments shall be made within 90 days / 45 days (for contractor covered under MSME act subjected that they submit CA certificate as per prescribed format), after completion of work (s) as per work order. MSE bidders are requested declare UAM number on CPPP.

After completion of packing work contractor shall submit bills within 15th day of consecutive month and the payment will be made after receipt of the bill and supporting documents in satisfactory condition.

For example: Contractor have to submit their bill along with supporting documents in satisfactory condition within 15th July-2020, for the volume of work executed in the month of June-2020.

MSME supplier : MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

4.0 EARNEST MONEY DEPOSIT (EMD) : EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. The tenderer is required to deposit an EMD of **Rs. 2,02,793/- (Rupees Two Lakh Two Thousand Seven Hundred Ninety-Three Only).**

OR

ONE TIME EMD of Rs.5 (Five) Lakh (for exemption from payment of EMD with each such tender in BHEL / Bhopal.)

Mode of Deposit :-

The EMD may be accepted only in the following forms :-

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- (ii) Electronic Fund Transfer credited on BHEL account (before tender opening).
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iv) Fixed deposit receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

In addition to above, the EMD amount in excess of Rs Two lakhs may also be accepted in the form of Bank Guarantee from schedule bank. The Bank Guarantee in such cases shall be valid for at least six months.

In case of EMD is furnished through e-Mode (i.e. NEFT / RTGS / Net Banking / PoS / SB Collect etc.).The following link to be followed for SB Collect platform : <https://www.bhelbpl.co.in/qcins/iccs.htm>. Bank details of BHEL / Bhopal: as per "Annexure – A".

MSE contractor (s) / vendor (s) are exempted from submission of EMD subjected to submission of proper credentials i.e. Udyog Aadhaar Memorandum (UAM) etc.

4.1 EMD by the Tenderer will be forfeited as per NIT conditions if:

- a) After opening the tender, and within the offer validity period, the tenderer revokes is tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The contractor fails to deposit the required Security Deposit or commence the work within the specified period as per LOI / Work Order.



4.2 EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of award of work.

4.3 EMD shall not carry any interest.

4.4 EMD of successful tenderer will be retained as part of Security Deposit.

4.5 The tender submitted without a proof of payment of EMD shall not be considered at all for evaluation and shall be treated as null & void.

5.0 SECURITY DEPOSIT & CONTRACT AGREEMENT: Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

5.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

5.2 Mode of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished through the following modes of deposit :

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- vi) Electronic Fund Transfer (e-Mode) : NEFT / RTGS / Net Banking / PoS / SB Collect etc. The following link to be followed for SB Collect platform only: <https://www.bhelbpl.co.in/qcins/iccs.htm> Bank details of BHEL / Bhopal: as per "Annexure – A".

5.3 Collection of Security Deposit:

At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the Work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

5.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.



5.5 The Security Deposit shall not carry any interest.

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest

5.6 Contract Agreement: Successful Bidder has to enter into contract agreement on Non-Judicial stamp paper of Rs. 500/- or as per prevailing M.P. stamp duty act, within 15 days of the award of the contract.

6.0 The contractor is required to ensure the statutory payments and periodical inspection etc. pertaining to PF, ESI, and labor regulation.

7.0 (i) Contractor may be required to do work in 2nd shift and 3rd shifts/ holidays if required by BHEL without any extra payment.

(ii) The vehicles will be provided by BHEL for internal movement of packing material / goods.

8.0 GST LAW

- I. Contractor shall file all GST returns on time and shall discharge GST liability on time.
- II. In case BHEL incurred any loss due to non-compliance of GST provisions by the contractors, the same shall be recovered from contractors.
- III. Contractor to submit undertaking regarding filing of GST returns giving date of filing of return and copy of challan towards proof of payment of GST along with running monthly bills to claim payment.

8.1 Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

8.2 HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

8.3 GST portion of the **invoice shall be released only upon:-**

- 8.3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 8.3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
 - 8.3.3 Receipt of goods/services and Tax Invoice by BHEL and.
 - 8.3.4 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- Payment to Contractor for GST portion will be released only after completion of above activity. GST portion of the final invoice shall be released on availment of ITC by BHEL.

8.4 In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

Reverse Charge under GST

8.5A In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

8.5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and



actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Liquidated Damage/Penalty

8.6 Liquidated damage (LD) or Penalty if chargeable from suppliers/ contractors as per NIT, applicable GST will be charged in addition to the same.

Tax Deduction at source

8.7 TDS as per extent provisions of the GST Law and Income Tax Act shall be deducted from supplier/contractor bill.

9.0 PENALTY :

9.1 The contractor will be given daily work load as per availability of work (Material for packing). The packing of the Material shall be done within **Two working days**. Failure to pack the boxes / material in time, as monitored by ware house in-charge (Supervisor), would make the contractor liable to an un-conditional penalty at the rate of 0.5% of packing value of the boxes per day of delay subject to a maximum of ten percent (10%) of the monthly packing value.

Box no. and penalty amount will be recorded by warehouse in-charge (Supervisor) for not completing packing work in time.

Contractor has to load the vehicle as per the schedule given below, including the day of Placement of vehicle at BHEL Bhopal factory area, but excluding the day of Exit. In case delay for loading of material/ finished goods on vehicle within schedule time is attributable to party then as monitored by ware house in-charge (Supervisor), would make the contractor liable to an un-conditional penalty at the rate of 0.5% of packing value of the boxes per day of delay subject to a maximum of ten percent (10%) of the monthly packing value.

Vehicle Type	No. of days
LCV/HCV/Truck	3
Trailer	3
Hydraulic Trailer (Category-C-35-99 MT)	4
Hydraulic Trailer (Category-B-100-199 MT)	7
Hydraulic Trailer (Category-A – above 200MT)	7

Illustrations for calculation of detention days (e.g. for Trailers):

One vehicle entered at BHEL on 06.07.2017 and exited on 10.07.2017. Detention payable at loading point: 1 day.

9.2 The Company does not give any Guarantee on minimum work load during the Day / Month / Year. The workload varies within the Month and within the year.

9.3 For not wearing uniform, safety shoe, helmet, personal protective equipment etc. by the laborers, penalty amounting to Rs.50/- per day per workman shall be imposed on party/ contractor.

9.4 Manpower :

9.4.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.

9.4.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and Shoe by their workmen.

9.4.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

9.4.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in



the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.

9.4.5 The contractor shall have full control over his workmen w.r.t determining 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.

9.4.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

9.4.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.

9.4.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

9.4.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

10.0 STATUTORY / GENERAL COMPLIANCES: In addition to all above terms and conditions, statutory instructions / compliances as per labour contract basis, prevailing in the unit shall also be applicable as attached in Annexure-IV and Annexure-V herewith. The contractor has to follow safety rules strictly and provide all safety equipment's and uniforms to all contract laborers failing which appropriate action may be taken.

11.0 ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Bhopal.

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Bhopal (PI incorporate the name of the place where the Principle Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."



12.0 JURISDICTION: In case of any legal suit / other legal proceedings arising under or relating to the rate contract after arbitration the courts Bhopal only shall have full jurisdiction.

13.0 Compensation in case of death / Permanent incapacitation of person :-

The clause shall be applicable for the contracts having contract value of Rs. 5.0 lakhs or more as under:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident : Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices / townships and premises / Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh).
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (l) of the Employee's Compensation Act, 1923."

14. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018.

15. The tenderer is expected to have read and understood the conditions prior to quoting their rate and no claim subsequent to submission of tender shall be entertained.

16. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

All the pages of tender documents shall be signed by the tenderer affixing their seal giving acceptance of all the Terms & Conditions of the contract in toto.

- Addl.GM (Logistics)



Techno-Commercial Bid (PART-I)

Annexure-I

Pre-Qualification Requirements & Criteria (PQR).**NAME OF WORK - Rate Contract for Packing / Loading / Un-Loading works in Different blocks inside factory area.****1. EXPERIENCE : (Experience during last 7 years till tender opening date will be considered)**

Experience of having successfully completed packing works / manufacturing works of wooden cases / boxes during **last 7 years till tender opening date** should be either of the following: -

a. Three successfully completed packing works / manufacturing works of wooden cases / boxes costing not less than **Rs. 40.56 Lakhs.**

or

b. Two successfully completed packing works / manufacturing works of wooden cases / boxes costing not less than **Rs. 50.70 Lakhs.**

or

c. One successfully completed packing works / manufacturing works of wooden cases / boxes not less than **Rs. 81.12 Lakhs.**

i) Contractors who have worked or are working with BHEL for packing works / manufacturing works of Wooden Cases / Boxes should submit a copy of Work Order & Completion Certificate issued by BHEL upto the completed work order value. **Copy of work order in proof of experience, Work Completion certificate issued by Competent Authority (Suppliers/ Contractors has to submit their request through the online portal available at <https://siddhi.bhel.in>).**

ii) Those contractors who have worked in other PSUs / Govt. / Semi-Govt. / reputed Public companies for packing works / manufacturing works of Wooden Cases / Boxes should submit documents with respect to experience as below:

Enclose copy of work order and work completion certificate clearly indicating WO ref, date, duration of work and the nature of work done. The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document, responsibility lies with the bidder to get it verified to the full satisfaction of BHEL. Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.

iii) For experience certificate of any Private organization, in addition to the requirements as in (ii) above, the WO and completion certificate must be supported by CA certification in "Form- A" below.

2. **Turnover:** Average annual financial turnover during the last 3 years, ending 31st March 2020 should be at least **Rs. 30.42 Lakhs** as per the table below:

Year	FY 2017-18	FY 2018-19	FY 2019-20	Average
Turnover (in lakhs)				

Enclose copy of Audited Balance Sheet and Profit & Loss Account statements in support of above.



3. Bidders Details (To be printed on letter head pad):

Sl No.	Description	Details
1	Name of Bidder	
2	Type of Company	Limited / Private Limited / Partnership / Proprietorship
3	Correspondence Address	
4	PAN Card Number (Enclose evidence)	
5	GST Registration No. (Enclose evidence)	
6	P.F. Registration No. (Enclose evidence)	
7	ESI Registration No. (Enclose evidence)	
8	Valid Labour License No./ Gumashta certificate (enclose evidence)	
9	If related to any BHEL Employee (Working or Retired) Name : Staff No. Designation : Unit & Department : Relationship :	

FORM-A

We confirm that (contractor) M/shas completed work relating to packing of wooden boxes/ manufacturing of wooden boxes for M/s vide Work Order (WO) No..... dated.....and completion certificate Ref..... dated.....

We also confirm that (contractor) M/s..... has received payment against the above WO and the same is recorded in book of accounts.

Sign & Seal of CA

Declaration by bidder (s) : If any of the information given in Annexure-I above is found incorrect or false, then BHEL may out rightly reject our offer and may also consider for debaring us from participation in subsequent tenders or action as deemed fit as per BHEL rules.

**Relaxation in PQR conditions for MSMEs and startups.**

Criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specification.

CONDITIONS FOR START-UP COMPANIES.

1. Subject to meeting of Quality and Technical specifications, BHEL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. This should be confirmed and substantiated in the technical bid.

2. The bidder who intends to participate as "Startup" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

3. Prequalification Criteria with respect to Prior Turnover and Prior Experience may be relaxed for Startups as per the GOI guidelines.

4. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc wherein BHEL reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Startup Companies as per GOI guidelines.

5. Startup Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

For MSEs parties / contractor proposed relaxation in Pre-Qualification Requirement (PQR) are :-

- a) The financial pre-qualifying requirements is relaxed by 20% of the original Pre – Qualifying Requirement specified in the tender.
- b) The technical pre-qualifying requirements, is relaxed by 20% (quantities or amount) of the original Pre –Qualifying Requirement specified in the tender (round off to the higher limit or number).

Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per prevailing extant norms of MSMED Act. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.



Annexure-A



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED,

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.
2. Name of the Bank : State Bank of India
3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021
4. Account No. : 30855948540 ✓
5. IFSC Code : SBIN0000519
6. MICR : 462002011
7. Title of Account : Current Account
8. PAN No. : AAACB4146P

Place: Bhopal

Date: 19-01-2016

Chacha
19/1/16
CHETAN MEHAR
Signature & Seal
Sr. Manager (Finance)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

We certify that the above bank details are correct as per our record.

Banker Signature & Seal
S. K. JAIN
SBIN-2917

भोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतइलेक
Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC
WEB SITE ADDRESS : www.bhelbhopal.com

**Part II - Price Bid**

Enquiry No.: LGX/RC/E-00436

Annexure II

NAME OF WORK : Rate contract for Packing / Loading / Un-Loading works in different blocks inside the factory area

SCHEDULE OF RATES :

Work Description	Tender Quantity		Total estimate by BHEL
A	B		C
Packing and loading / unloading with entire scope of work as per Annexure-III	32843.46 Cu Mtr.		Rs. 2,53,49,168.85
Quotation by bidder	At par of estimate at column C		0%
	Below estimate at column C		_____ %
	Above estimate at column C		_____ %

Bidder to quote at par or above or below to BHEL estimate disclosed in the above table at **column C**. Bidders are to indicate the difference in percentage (%) in case the bidder has quoted either below or above. The bidder shall place tick mark (✓) against any one of the three options shown in **column B**. The evaluation of L1 shall be based on the total business value evaluated based on percentage difference or at par quoted by bidders. Total contract value shall be firm through-out the contract period. Unit Rate shall be derived by dividing total business value (as per L-1 rate) by tendered quantity.

Example:

- 1) If a party wants to quote at par than they have to put a tick mark (✓) against at par in column B of the above table. In such case total quoted value of the party shall be Rs 2,53,49,168.85 ie value shown in **column C**. In this case unit rate shall be Rs. 771.82 approx.
- 2) If party wants to quote below say 5%, than the party has to put a tick mark(✓) in **column B** and mention % in **column C** against the same row. In this case the total quoted value by the bidder shall be considered as Rs 2,40,81,710.41 (Rs. 2,53,49,168.85 minus 5% of Rs. 2,53,49,168.85). In this case unit rate shall be Rs. 733.22 approx.
- 3) If party wants to quote above say 5%, than the party has to put a tick mark(✓) in **column B** and mention % in **column C** against the same row. In this case the total quoted value by the bidder shall be considered as Rs 2,66,16,627.29 (Rs. 2,53,49,168.85 plus 5% of Rs. 2,53,49,168.85). In this case unit rate shall be Rs. 810.41 approx.

Notes:-

1. The quantity mentioned in the schedule of rates – Annexure-II, is indicative only and may vary depending upon work load and requirement of BHEL.
2. **The quoted percentage should be only upto 2 decimal places.** If any party quotes in more than two decimal places their bid shall be considered with two decimal places after decimal.
3. The GST, as applicable, shall be paid extra, as per the Govt. rules. Any loss/delay in Tax credit due to the reason attributable to the contractors shall be recovered from them along with interest.
4. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid else the bid shall be liable for rejection. The firm should take care to fill up the rate, it should be legible and should be in the price bid provided with tender documents or else the bid shall be liable for rejection. No claim of confusion, unawareness etc shall be entertained after opening of bids.
5. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders (s) or their respective representative(s). Ranking will be done accordingly BHEL's decision in such situations shall be final and binding.



NIT Ref: LGX/RC/E-00436

Annexure-III

NAME OF WORK : Rate contract for Packing / Loading / Un-Loading works in different blocks inside the factory area

SCOPE OF WORK :

1. Drawing the required packing materials from packing - shed / stores.
2. Sorting and grouping of materials.
3. Unloading packing materials / job.
4. Laying of base & placing the job on base. (if required, crane/sling to be used).
5. Marking of base & fixing of wooden battens.
6. Drilling work
7. Bolting work/ cradle fixing
8. VCI Powder/ Silica gel packets,
9. Silpaulin / LDPE covering or wrapping
10. Activities related with Vacuum Packing/ Export Packing/ Sea Worthy Packing.
11. Small side fixing/ Side cutting work
12. Fixing of battens after cutting
13. Big side fixing
14. Fixing of battens, drilling, bolting work
15. Bolting of top
16. Fixing of sides and top. Fixing of bracket by drilling on big side
17. Covering of box by G.I. sheet
18. Marking work and writing consignee and consignor address with or without stencils
19. Demand/ documents to be handed over to LGX office
20. Computer work/ billing etc
21. Shifting of job to be done as many times as suggested by BHEL representative
22. Loading/ Unloading of job on truck, trailer, railway wagon using EOT cranes, properly placing and lashing for safe transportation as per BHEL instructions.
23. Unpacking of packed boxes



24. Packing of pipes, transformer accessories etc
25. Keeping in view the clean, healthy and conducive environment in the work area (warehouses etc), the work scope also includes Cleaning & Housekeeping as per Swachhta and Safety guidelines issued by BHEL time to time and as advised by Warehouse In-charges / Supervisors.

Above scope of work is only indicative and not exhaustive. Contractors to work as per instructions of BHEL (LGX) to execute the work of packing / loading / unloading to the full satisfaction of BHEL.

Annexure-IVINSTRUCTIONS TO CONTRACTORSSTATUTORY COMPLIANCES TO BE ENSURED

ØBHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

ØThe contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

ØContractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

ØContractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

ØContractor shall obtain Police Verification of all his workers.

ØContractor shall submit following Certificate for each contract separately.

"It is certified that PF/ESI challans of the amount ----- (in words -----)
)pertains to my workers, whose names are appearing in the wage sheet of the month ____20__ and
these workers are engaged in

_____(type of
work) against work order no. _____ in _____ (name of
department)".

Signature of Contractor

**PAYMENT OF WAGES**

Payment of wages not below the minimum wages notified by the Contract Labour Cell / HR/ BHEL Bhopal to be ensured from time to time.

Ø Contractor shall be responsible for making payment of wages through Bank/ Cheque before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.

Ø In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

SAFETY AND DISCIPLINARY ACTION

Ø Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the Logistics Department will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.

Ø Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

Ø Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.

Ø The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

Ø Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

Ø Contractor shall fully comply provisions of various applicable labour laws.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

Ø Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities.

Ø Contractor shall provide information as required in respect of all his employees employed by him to enable the Logistics Department to monitor compliance of PF/ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.



Ø Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Ø Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950
- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. Factory Act 1948
- .. Maternity Benefit Act 1961
- .. Equal Emolument Act 1976
- .. M.P. Shram Kalyan Nidhi Adhiniyam 1982
- .. Payment of Bonus Act 1963
- Shop & establishment Act 1958
- .. Inter State Migrant Act

STATUTORY INSTRUCTIONS TO CONTRACTOR

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

1. Labour Licence
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers in form 13

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING

2.0 CONTRACT

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.



6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

3.0 PAYMENT OF WAGES ACT

1. Those engaging 100 or more workmen, should submit copy of standing orders.
2. Shall comply with the provisions of Factories Act.

4.0 ON COMPLETION OF WORK

Submit PF & inspection report

**Annexure-V****General Terms & Conditions****Selection, Control & Supervision of Contract Labourers :**

- Deployment of full time supervisor is a must for the contractor . Supervisor shall ensure that the work is done in a proper manner in time and all the safety measures are taken care of. During Over-Time working the supervisor will ensure the capability of the worker for overtime. Rules put forth by Contract Labour Cell (CLC of BHEL / HR department) must be followed as regards the overtime.
- Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications / drawings / quality plan. There shall be no interference or intervention whatsoever by BHEL.
- Contractor shall supervise the work allotted to him and to be carried out by his employees.
- Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- Contractor should issue appropriate Appointment letter to his employees.
- Contractor to provide employment card/ Identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate his name, place of work and duration of validity of card.
- Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the contractor may discharge his employees after making payment towards retrenchment compensation under EPF & MP Act, ESI Act etc.

Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.

- Over and above the daily wage rate, payment shall be made for leave with wages.
- Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
 - In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of



employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

- Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract awarding deptt. who shall record under his signature at the end of entries in the Register of wages in the following form :

“Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time.....”.

PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.

Wage slip shall be issued to each workman.

Wages shall be paid at the workplace in presence of two BHEL representative one from the contracting department & HR-Cell respectively.

Running bills shall be supported with copies of wage sheets and PF as well as ESI Challans.

In addition to above contractor shall also have provision for bonus (@8.33% min.), EL payment / CL payment as applicable.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with, including termination of contract as well as delisting of the contractor for future.

All bills being forwarded to finance department shall have statements showing compliance to these requirements.

- In case the contractor fails to make payment to his employees within the stipulated date/time, security deposit can utilized for payment of wages etc. In case of such an eventuality the contractor shall replenish such an amount immediately.
- Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
 - The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- Contractor to obtain insurance cover for his employees /equipments, tools & tackle etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees.
- Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 service tax and shall cover his employees under the said codes. Contractor to obtain license under CL(R&A) act, 1970. Towards supply of tools, tackles and materials
- Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor shall take insurance of his resources-man, material, equipments and tools & tackles.



- Contractor shall provide safety appliances & maintain the same at his own cost which may be required under the statute or otherwise.
- Contractor shall provide material at his account as mentioned in the contract to his employees for carrying out the job.

Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipment's to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job.

Rights and obligations of the Principal Employer (BHEL)

- In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligation and rectify the deficiency/ anomaly within three days failing which BHEL reserves the right to impose penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days' notice in writing to the contractor.
- The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.