



TENDER DOCUMENT

For Works Contract

For Tender Enquiry No : FCX/TW/21/15

For

Painting and Writing/lettering work in factory area.

Contact Person :

Name : Anshuman Sharma

Designation : Dy. Managr (CMM)

Email : anshuman.sharma@bhel.in

PH : 0510 – 241 – 2784

Tender Due Date 04/01/2022 at 13 :15 Hrs

Tender Opening Date : 04/01/2022 at 14 :00 Hrs

**Material Management Department
BHEL, PO : BHEL, Jhansi 284120 (UP)**

Detail of Bidder and Documents to be submitted along with Technical Bid

Please number your documents in continuation with tender documents at bottom (footer) of page.

S.No.	Particular	Detail	
1.	Name of the firm		
2.	Name of the Proprietor/Partners		
3.	Address		
4.	Mobile No.		
5.	E-mail ID		
Documents			
	Particular	Detail	Page No
6.	Acceptance of Terms & conditions Signature on all pages without conditions of contractor	Submitted/ Not submitted	
7.	Blank price bid format duly signed by the contractor.	Submitted/ Not submitted	
8.	Copy of ESI Registration	ESI No-	
9.	Copy of PAN card	PAN No-	
10.	Copy of GST registration	GST No-	
11.	Self declaration as per as per annexure V on Rs 100 stamp paper .	Submitted/ Not submitted	
12.	Copy of ownership of firm	Submitted/ Not submitted	
13.	Reciept of tender fees deposition	Amount	
14.	Reciept of EMD deposition	Amount	
15.	Copy of turn over and income tax return for last three year i. 2018-19 ii. 2019-20 iii. 2020-21	Submitted/ Not submitted	

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**Factory Civil Department****TENDER DOCUMENT****TENDER ENQUIRY NO. : FCX/TW/21/15****DATE:- 20/12/2021**

16.	Work Experience i. Work order ii. Completion Certificate iii. Bill of Quantity Relevant TDS/TRACES (in case of Experience in private sector)	Submitted/ Not submitted	
17.	Copy of PF registration	PF No-	

We will fulfill all the obligations of the contractor and abide by the terms & Conditions mentioned in the enquiry.

Date :-

Signature With Name & Seal

We hereby accepted above (Signature & seal of bidder)**Seal & Signature OF BHEL contracting authority**

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**Factory Civil Department****TENDER DOCUMENT****TENDER ENQUIRY NO. : FCX/TW/21/15****DATE:- 20/12/2021****TABLE OF CONTENTS****PART I: TECHNO-COMMERCIAL BID**

Sl no	Section	Page No.
1.	TENDER ENQUIRY NO	01
2.	DETAIL OF BIDDERS & DOCUMENTS TO BE SUBMITTED	02-03
3.	TABLE OF CONTENT	04
4.	NOTICE INVITING TENDER	05-07
5.	BRIEF DESCRIPTION OF WORK	08
6.	QUALIFYING CRITERIA	09-10
7.	GENERAL TERM AND CONDITIONS OF ENQUIRY	10
8.	FREE ISSUE MATERIALS	11
9.	TECHNICAL SPECIFICATION	12-13
10.	BLANK PRICE BID JS-472	14
11.	Annexures-(I-XI) (shall be uploaded separately)	15

PART II: PRICE BID**(Separate envelope)**

S. No.	Section	Page No.
1.	PRICE BID (JS-146)	16

We hereby accepted above (Signature & seal of bidder)**Seal & Signature OF BHEL contracting authority**

NOTICE INVITING TENDER



BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**Factory Civil Department****TENDER DOCUMENT****TENDER ENQUIRY NO. : FCX/TW/21/15****DATE:- 20/12/2021****1- NOTICE INVITING TENDER**

S. No.	Particulars	Details
1.	Name of work	Painting and Writing/lettering work in factory area.
2.	Tender Evaluation Criteria	As per GTC issued by "Central Contracting Cell" and Tender Documents.
3.	Duration of the Contract	Four Month
4.	Last date of receipt of the Tender	(As on page # 1)
5.	Date of opening Tender	(As on page # 1)
6.	Address for submitting the tender	(As on page # 7)
7.	Earnest Money Deposit (EMD)	Rs. 976.00
8.	Cost of tender (Non refundable)	Rs. Nil
9.	Validity of Offer	120 days
10.	Defect liability period	Nil
11.	Reverse Auction	RA will not be conducted for this tender

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

(i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL account details: Bank Name: - SBI; A/c No.:- 10670828866 ; IFSC Code:- SBIN0003807 A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

(ii) At BHEL cash office through POS machine **No Demand Drafts shall be accepted.**

The contractors may physically visit the work place before quoting their rates. For relevant details, please visit our website "www.bhel.com" & "www.eprocure.gov.in"

Note: BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected outright.

The techno-commercial bid comprising (i) all its sections, (ii) all enclosures in support of various clauses and requirements and (iii) EMD, shall be duly signed and sent in a sealed envelope boldly super-scribing **"PART-I TECHNO COMMERCIAL BID FOR "Painting and Writing/lettering work in factory area..."** Similarly, the Price-bid must be duly signed and sent in a sealed envelope boldly super-scribing **"PART-II PRICE BID FOR "Painting and Writing/lettering work in factory area.. "** Both these envelopes shall be placed inside 3rd sealed envelope super-scribing "Painting and Writing/lettering work in factory area."

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

Factory Civil Department

TENDER DOCUMENT

TENDER ENQUIRY NO. : FCX/TW/21/15

DATE:- 20/12/2021

The tender shall be addressed to as follows:

Anshuman Sharma

Dy.Manager (MM)

Email : anshuman.sharma@bhel.in

PH : 0510 – 241 – 2784

Sealed Tenders can be submitted (i) personally, (ii) by Courier, or (iii) by post.

If submitted personally

Tender Box

Security Control Room/Office

Administrative Building

Bharat Heavy Electricals Limited

Jhansi-284120 (U P)

Or if sent through Courier / Post

Office of

Anshuman Sharma

Dy.Manager (MM)

Material Management Department

Email : anshuman.sharma@bhel.in

BHEL, JHANSI - 284120

PH : 0510 – 241 – 2784

Part-I Techno Commercial bid:

Part I of the sealed tenders alone will be opened by BHEL in the presence of tenderers who are present at the time & place of opening. A signed blank price-bid copy should be enclosed with this bid. The spaces for prices should be crossed (x).

Part-II Price bid:

The price bid should contain prices only. Price bid will be opened only for the parties who qualify in techno commercial bid.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read / complied & agreed to, and each page of the tender offer has been signed & stamped.

(Signature of Authorized person(s))

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**Factory Civil Department****TENDER DOCUMENT****TENDER ENQUIRY NO. : FCX/TW/21/15****DATE:- 20/12/2021****Brief Description of Work / Scope of work**

S.No.	Description of Items	Unit	Qty
1	Writing work on the board /name plate and Plastered surface including preparation of base surface of the size upto 3 sqft as per direction of Engineer-In charge.	Nos.	50.00
2	Writing work on the board /nameplate and Plastered surface including preparation of base surface of the size above 3 sqft. as per direction of Engineer-In charge.(Mode of Measurement- Area of the prepared based surface of the writer side will be measure.	Sqft.	600.00
3	Painting Statues of the height of upto 5-10 feet and max. 5 feet wide	Nos.	5.00
4	Extra for height above 7 feet upto for writing work. (Applicable for item no.2 only)	Sqft.	250.00

We hereby accepted above (Signature & seal of bidder)**Seal & Signature OF BHEL contracting authority**

Qualifying Requirements

1. Copy of PAN Card to be submitted.
2. Copy of GST Registration to be submitted.
3. Bidders are required to submit a self-declaration on their letterhead as per the Format enclosed in Annexure V.
4. Copy of independent ESI Registration.
5. Signed copy of Blank Price Bid.
6. **Work Experience:** The bidder should have the experience of having successfully completed similar work against completed work order during the last seven years ending last day of month previous to the one in which applications are invited should be either of the following:
 - i. One Work valuing not less than **Rs 0.39 Lakhs**. Or
 - ii. Two works each valuing not less than **Rs 0.25 Lakhs**. Or
 - iii. Three works each valuing not less than **Rs 0.20 Lakhs**.

Definition of Similar Work: Any type of works/service and labour supply contract.

(Note: For verification by the department, work order copy and work completion certificate mentioning successful completion by the client shall be submitted by the vendor. If the work is done for a private customer, relevant TDS Certificate (TRACES Only) must be submitted as evidence in addition to above work completion certificate & work order copy by the vendor.

7. **Turnover criteria:** Average annual financial turnover during the last three years, ending 31st March, 2021 {i.e. FY-2018-19 and FY-2019-20, FY-2020-21) shall be at least **Rs 0.15 Lakh**. Duly audited financial statement/balance sheet/certified by CA to be submitted as supporting documents. If all balance sheet/financial statement are not available for three years than the average shall be calculated by dividing the sum of turnover of submitted balance sheet/certificate from CA/Financial statement by three.
8. Submission of **EMD amount of Rs. 976.00** in account of BHEL Jhansi.
9. The documents required for legal entities under whose name and style contractor has participated in the tender are as follows:
 - i. Partnership Firm: Partnership Deed & registration certificate issued by office of registrar of Firms.
 - ii. Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - iii. Society: Registration certificate issued by Registrar of societies.
 - iv. Sole Proprietor-ship: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS
CONTRACTS (JHS2055C R01)

UPLOADED IN SEPERATE FILE - PAGE NO 01 TO 14
(To be signed by contractor and submitted along with bid)

FREE ISSUE MATERIAL TO THE CONTRACTOR**SCHEDULE "A"**

S No.	Particulars	Rs.	Quantity
1	Structural steel	Free of cost	As required
2	Welding electrode	Free of cost	As required

Note: Tools and Plants if issued to contractor on chargeable basis than the amount shall be deducted as per rates decided by BHEL prior to issue.

TECHNICAL SPECIFICATION

1. The works shall be executed with the directions, instructions, which shall be given to the contractor by BHEL from time to time and as per technical specifications in price schedule and drawings available in the office to give a general idea of the work to be executed and is liable for modifications during the actual execution based on the designs prepared and approved by the Competent authority.
2. If the specifications found wanting relevant technical specifications along with the tender shall be followed. Further missing details relevant CPWD and IS specifications shall be followed. Wherever, there is difference in between CPWD and IS specifications latter shall prevail.
3. For execution of all scheduled items CPWD specifications and relevant IS codes are to be followed. For execution of non-scheduled items specifications enclosed with this tender are to be followed.
4. Specialized works are to be executed by specialized agency with the approval of BHEL.
5. The materials in the scope of contractor shall have to be got approved by the contractor from the Engineer-in-charge before supplying inside the factory area. Testing of these materials (If required) shall be carried out at any BHEL or Govt approved/NABL approved lab whose cost will be borne by the contractor.
6. Contractor shall ensure that quality is maintained in all works connected with this contract all stages as per requirement of BHEL. Contractor shall ensure all inspection, measuring and testing equipment are calibrated by authorized agency/BHEL and valid calibration must be available with them for verification by BHEL.
7. The contractor shall be fully and finally responsible for correctness and quality of his work to the entire satisfaction of the BHEL/Customer.
8. If in the opinion of the contractor any work is insufficiently specified or required modifications, the contractor shall refer the same in writing to the Engineer and obtain his instruction/approval in writing before proceeding with the work. If contractor fails to refer such instance, any excuse for faulty erection, for poor workmanship or delay in completion shall not be entertained.
9. Material reconciliation statement has to be submitted by the contractor as & when required by BHEL.
10. The BHEL reserves the right to deviate either by additions or by deductions from the schedule of items of work given in the tender document after awarding work.
11. The quantity of items in the BOQ can vary to any extent during the execution as per the actual site requirement.
12. In case of any difference between agreement, wording and detailed drawings the interpretation of the BHEL shall be final and binding on the contractor.
13. The final acceptance of work in all items are subject to proper performance regardless of whether the items are paid for or not.
14. If discrepancy in specifications observed between schedule of quantities and general / technical conditions, the specifications in schedule of quantities will have precedence over the general / technical conditions.
15. Water will be supplied free of cost at one point for drinking and construction.
16. Quantity records shall be prepared, maintained and submitted by contractor on regular basis during the course of execution. Test records shall be prepared, maintained and submitted by contractor during the course of execution and as demanded by Engineer-In-Charge. Contractor shall strictly adhere to quality requirements and shall follow the norms mentioned in Field Quality Plan (if applicable).
17. In case of defective work BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified by the contractor at his on cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to

reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.

- 17 The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by engineer in charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90% of them shall be returned to BHEL at BHEL stores in good condition without any additional payment. Therefore, if the total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.
- 18 For all natural minerals used in the work like sand, aggregate etc. royalty certificate (MM-11) must be submitted along with bills. If royalty certificate is not submitted the cost of royalty shall be deducted from contractors bill as per prevailing Govt. order including penalty as applicable.
19. Any electric power required for contractors' lighting/machinery for the purpose of work including fabrication work shall be supplied FREE OF COST at one point by the company on the written request of the contractor, subject to the observance of rules and regulations of Electric board / company. If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears. Power will not be allowed for cooking and room (air) heating in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.P.

20. ACCOUNTING

- a) Proper method of accounting of steel, TOR steel, cement & scrap material shall be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.
- b) All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
- c) Structural steel wastage /scrap shall be permissible upto 2% of total quantity of issued quantity. The wastage /scrap steel must be return by contract for reconciliation of steel. Wastage scrap beyond 2% will deducted @ Rs.75 per kg.

21. METHODS OF MEASUREMENTS

Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates – specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the CPWD schedule of rates – specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**Factory Civil Department****TENDER DOCUMENT****TENDER ENQUIRY NO. : FCX/TW/21/15****DATE:- 20/12/2021****BLANK PRICE BID (JS 472)**

Sl. No.	Description of Work	% Allocation (Item-wise)	Unit	Quantity	Rate per Unit (in Rs.)	Amount (in Rs.)
1	Writing work on the board /name plate and Plastered surface including preparation of base surface of the size upto 3 sqft as per direction of Engineer-In charge.	15.3688524590	Nos.	50.00	#VALUE!	#VALUE!
2	Writing work on the board /name plate and Plastered surface including preparation of base surface of the size above 3 sqft. as per direction of Engineer-In charge.(Mode of Measurement- Area of the prepared based surface of the writer side will be measure.	59.0163934426	Sqft.	600.00	#VALUE!	#VALUE!
3	Painting Statues of the height of upto 5-10 feet and max. 5 feet wide	20.4918032787	Nos.	5.00	#VALUE!	#VALUE!
4	Extra for height above 7 feet upto for writing work. (Applicable for item no.2 only)	5.1229508197	Sqft.	250.00	#VALUE!	#VALUE!
	Total	100.00				XXXXXX
	IN WORDS				0	

Note -GST extra as applicable**DO NOT FILL RATES IN THIS SHEET****We hereby accepted above (Signature & seal of bidder)****Seal & Signature OF BHEL contracting authority**

Annexures (I-XI)

UPLOADED IN SEPARATE FILE

(To be signed by contractor and submitted along with bid)

Format JS 146 - Price Bid Sheet (in a separate envelope)

UPLOADED IN SEPARATE FILE

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

SN	Description
I	General:
A	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations for rendering of Works Contracts to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL) for its requirements .
B	Special / supplementary enquiry conditions, & Checklist requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on BHEL. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
D	The details of Notice Inviting Tender (NIT) , Work Specification , and associated Qualifying Requirements are enclosed separately to the respective enquiry
II	Instructions to Bidders
A	Sealed bids are invited for scope of the scope of Work, as detailed in the enquiry. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, correction, erasure, or overwriting shall be valid only if they are attested under full signatures of person(s) signing the bid, else bid shall be liable for rejection. Any overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission. Price quoted should be as per Price Bid Format, as applicable(Excel Sheet - Form JS 146 for Works Contracts) enclosed as soft copies to the Enquiry. Bidder to fill the same as called for in the respective form(Excel Sheet enclosed to the NIT), take a print, and submit the Price Bid with seal and stamp. If Price is quoted in any other format other than the Excel Sheet enclosed to the NIT, the offer of the bidder will be rejected. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted in figures in the unlocked cell of the excel sheet, and a provision is made in the excel sheet to derive the corresponding value in words.
B	In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines are to be followed:-
(i)	In the price structure quoted, if 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 tenderer, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be governed and the unit price corrected accordingly.
(ii)	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.
(iii)	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 (i) and (ii) above.
(iv)	If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.
C	Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part -II bids, as the case may be. (Wherever, bids are called for in Single Part i.e Price Bid only, the same shall be mentioned in the respective enquiry) Part – I bid In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) Technical Offer (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT), and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover Part –II Bid Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 2 of 14

SN	Description
D	All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve cross verification with the respective clients, and assessment of financial strength. Price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed, in advance, to the concerned whose Technical bid has been accepted, for witnessing the Price Bid opening.
E	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered
F	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). For further information on RA, the bidders are advised to apprise themselves with the RA guidelines available at www.bhel.com
G	Offers shall be submitted directly by the bidder or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
H	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
I	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>15 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
J	- Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. - Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. - In case of changes in scope and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	Wherever the enquiry is issued to registered contractors for the particular type of work, BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's list of registered contractors.
L	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com . The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in . The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vendor_registration/vendor.php
M	In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bheljhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
N	BHEL shall be under no obligation to declare a bid as lowest tender, if prima facie, it comes out that the bidder has made a desperate effort to be L1 by quoting unreasonable commission charges w.r.t. estimate which includes Financing cost (Supervisor cost, Administrative cost, Statutory liabilities, Interest, etc.) . Such offers are liable to be rejected. and the decision of BHEL shall be final and binding to the concerned bidders, for all consequences. .
O	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts(wherever feasible) from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding to all the concerned bidders, for all consequences

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 3 of 14

SN	Description
P	At the time of submitting the offer, the bidders are required to submit a self declaration as per Annexure - V under their letter head. (i) that have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude, (ii) that have not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any other Unit/ Office of BHEL or any other organization, before or till, on the date of tender, (iii) that they shall not be influenced by anyone in deployment of labour, for the contract. (iv) that they will deploy persons preferably with experience developed in BHEL Jhansi, for the contract. (v) that the manpower deployed for the contract shall be competent to carry out the assigned task, (vi) that the manpower will be deployed after acceptance of the Head of the Executing Department (vii) that BHEL shall reserve the right to reject any labour deployed - if found not having the requisite documents, proficiency, experience etc. for the relevant task or found involved in any misconduct. (viii) that they undertake to pay minimum wages to the labour employed by them in the contract, and also undertake to abide by all statutory and regulatory requirements, as also the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi. (ix) that they undertake to pay Stamp Duty (wherever applicable) on Security Deposit to the Government The successful bidder shall have to submit the self-declaration as per Annexure-V on a stamp paper of Rs. 100.00 before award of contract. The successful bidder (s) shall necessarily comply with all the clauses outlined in the undertaking submitted. If any discrepancy / deviation is observed during running of the contract in this respect, BHEL holds the right to take necessary action against the bidder(s) and all such decisions, so taken, shall be binding on the bidder(s)
Q	BHEL can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder. The loading will also be subject to factors like (a) Performance of the Contractor during execution of contract, (b) Pendency of liabilities on behalf of the Contractor in other contracts and (c) responsiveness in addressing pending issues at BHEL. In view of above factors, the loading during execution of contract may vary with respect to allocated quantity. During execution, if the performance of Contractor is not upto the mark in respect of performance, BHEL reserves the right to either reduce further loading or stop loading till the successful execution of overdue contracts. In such cases the balance allocated full or part quantity of the defaulting contractor(s) may, at the discretion of the BHEL Jhansi, be re-distributed to other performing and willing contractors of the contract. In this respect, the decision of BHEL shall be final and binding.
R	The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u>
III	Benefits earmarked for Micro & Small Enterprises (MSEs)
A	MSE bidders who are registered under MSMED act, have to submit valid UDYAM certificate (along with CA Certificate in BHEL prescribed Format in Annexure XI) applicable to the Contract.
IV	Tender Evaluation Criteria
	The evaluation of the tender shall be carried out as follows
A	Capability of the Contractor will be assessed on the pre qualification criteria (if mentioned in the relevant enquiry), basis of employees including supervisors on their rolls, , previous track record, experience in other organizations, any pending defaults of the contractor, etc. If required, the details of machinery, equipments in possession of the contractor also will be assessed. BHEL officials may cross check with the respective clients, to evaluate the capability and assess the performance BHEL reserves the right to reject the offers which do not meet the qualifying criteria or those offers with deviations or load the deviations suitably for evaluation
B	Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
C	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions after considering, inter alia, Taxes and Duties, if any.

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GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 4 of 14

SN	Description
D	The contractor shall be awarded the work on overall L-1 basis, if otherwise not specified in the tender document.
V	Pricing Terms
	While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of UP. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, supervisory cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly. Wherever evaluation is for each item, Price quoted will be on "Rs. / Unit of measurement" basis. Wherever evaluation is for total package, Price quoted will be on "lumpsum basis" basis, wherein the 'item rate' will be calculated on %age allocation basis for each item. Prices once quoted towards commission charges shall remain firm within the validity or any extension thereof for award of contract, till complete execution of the contract, without any escalation/increase for any reason, whatsoever, unless specifically provided for in the Enquiry & Contract.
VI	Price Validity :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.
VII	Validity of Contract
	The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement, for a mutually agreed period, on same terms, conditions and rates. Once the contract is finalized, the rates agreed upon shall be valid for the period of contract as stipulated in the tender. In case the contract is for a period of two years, on successful completion of work after one year, the Contract may be extended for a period of one more year, The Contractor is bound to execute the contract during the second year, without any demur. If the contractor fails to execute the contract during the second year, BHEL reserves the right to execute the contract through alternate sources at the risk and cost of the Contractor and the Company reserves the right to take appropriate action against the Contractor. In case of an adverse feedback on the Contractor during the first year, BHEL may take necessary action to award the contract on alternate sources at the risk and cost of the Contractor.
VIII	Contractor's obligations
A	Towards selection, control and supervision of employees
1	Contractor shall deploy the labour for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications. The Contractor shall provide the copies of the appointment letters. The letter of appointment should specify the date of termination or a stipulation of a happening based on which the contract of employment will discontinue. The labour shall be deployed within 15 days of award of contract.
2	Contractor shall supervise the work allotted to him and to be carried out by his labour.
3	Contractor 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.
3.1	Aadhar card is mandatory for contract labours and supervisors for making of their gate pass for entry in BHEL premises.
3.2	Contractors are advised that contract labours must be employed without any discrimination on caste or creed basis.
3.3	Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
3.4	Communication & Correspondence : - Bidder has to provide at least one authorized email ID for fast communications. Two email IDs are desirable. All official communications shall be sent to email / IDs and hard copies will not be sent. Such communication shall be deemed as delivered and final. Bidder has to regularly view his email box and also remain in touch with the department to remain updated. Non viewing of mail box or non functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminding. Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he should revert back to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in email ID should be properly communicated in person, e-mail & hard copy. Non response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penal action for which contractor shall be solely responsible.
3.5	Care & Treatment: Contractor or his representative should be in regular touch with all his employees during all work timings. If any worker falls ill or suffers an accident/injury, the contractor or his authorized representative, shall immediately arrange to take him for proper medical care. Delay/ignoring will be treated as violation of contractual obligations.
4	Age of workers: The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 5 of 14

SN	Description
5	Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such labour shall be hale and healthy and should not suffer from any communicable diseases. Such employees should possess requisite, proficiency, experience etc. acceptable to BHEL..
6	Discipline: The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee, then such loss shall be assessed and recovered from the running bills of the contractor or from the Security Deposit
7	The contractor, on advice of authorized BHEL official, shall immediately redeploy the labour to other areas. The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official, is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.
8	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.
9	Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website) . The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
10	Record Keeping: Contractor shall maintain appropriate records of his employees deployed, at all work places, to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns, which will be available at all times, for inspection by various authorities at short notice .If during inspection, the attendance records are not available at work place, the Contract is liable to be short closed.
11	Uniform: The contractor shall be responsible to necessarily provide to his workers, in the first month of start of Contract, uniform and safety gears such as shoes, helmet and PPE, as listed in the Enquiry. This distribution shall be done in the concerned Department in the presence of representative of HR and Executing Department .The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/<i>salwar</i> and light blue <i>kurta/ kameez/</i> top for female. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. The stitching and logo charges should be borne by the contractor. Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty. Contractor has to provide an Undertaking that he has provided Uniform, Shoe, PPE to the contract labour in the first month of start of Contract. This will be signed by Department and HR personnel who have witnessed the distribution.
	The first monthly bill of the Contractor shall be cleared only after submission of this undertaking. In case of non compliance in the first month , a penalty of (1 % of contractor commission or Rs 5000 / -, whichever is higher) shall be recovered from the Contractor Commission / Security Deposit. In case of non compliance beyond second month, notice for termination of the contract shall be issued.
12	In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required. In case of failure to do so, necessary penal action shall be taken against the Contractor.
13	Tools, tackles and materials : Wherever mentioned in the enquiry, Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or material.
14	Contract shall in his absence keep competent agent constantly on the works and any directions / explanations given by the 'Contract Executing Officer 'or his representative to such agent shall be held to have been given by the Contractor himself.
B	Towards statutory liability
1	BHEL shall not be responsible for any claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law, in connection with labour deployed by the Contractor.
2	The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.
3	The Contractor shall attend to all inspections notified / conducted by the HR department of BHEL, Labour Department, P F Authorities, Factory inspectors, ESI Inspectors, or any other such authorities under the Act, failing which appropriate action shall be initiated against the Contractor.
C	Towards Finance
	Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, payment of wages to his employees etc.

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GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 6 of 14

SN	Description
D	Towards Labour Licence
1	Labour Licence
(i)	Contractor shall within 15 days of commencement/ completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
(ii)	Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
(iii)	In case the number of employees desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
(iv)	The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.
(v)	The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation& Abolition) Act 1970 and forward a copy to HR Department.
2	Personal Accident Insurance Policy
(i)	Contractor shall necessarily buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below. Copy of the stamp Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract.
(ii)	The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
(iii)	The policy should be purchased from Govt. under taking company.
(iv)	The coverage shall be of Rs. ten lakhs per individual. The sum assured (Rs. ten lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
(v)	In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. Ten lakhs to the nominee/ legal heir of such deceased contract worker.
(vi)	In absence of any timely action by the Contractor, 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 , troubles shooting , servicing , overhaul, renovation and retrofitting , trial operation , performance guarantee testing undertaken by the company or during and 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). Permanent Disablement: A Disablement that is classified as a permanent total disablement under the provision to Section 2 (1) of the Employee's Compensation Act 1923
E	Towards Provident Fund
1	The contractor should get / have independent EPF code before deployment of his contract worker against contract.
2	The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.
3	In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
4	After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 7 of 14

SN	Description		
5	The Contractor shall liaise with the PF officials to get the annual PF slips and distribute amongst his own workers. Security Deposit shall be released only after submission of PF slips of workers.		
6	PF Contribution		
	Employee's Contribution	Employer's Contribution	
	12% of Normal wages paid As applicable by respective Govt./ Agency. (Current statutory wage ceiling - Rs.15000/-month on Employee's/ Employers Contribution).	PF Contribution	3.67 %
		Insp/ Admn. Charges (subject to minimum Rs. 500/- per challan)	0.50 %
		Admn. / Insp Charges	0.50 %
		Pension Fund	8.33 %
		EDLI Charges (subject to minimum Rs. 200/- per challan)	0.01 %
		Total	
		13.01 %	
7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.			
F Employees State Insurance			
1	The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining		
2	At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.		
3	The contractor shall facilitate collection of issued ESI cards by his worker		
4	As applicable by Government/ respective agency, the existing wage limit for coverage under the Act is Rs. 21,000/- per month w.e.f. 01/01/2017.		
5	ESI Contribution		
	Employee's Contribution	Employer's Contribution	
	0.75 % of gross wages	3.25 % of gross wages	
6	The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and Finance department		
7	The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-		
	(i)	Form XIII	Register of Workmen employed by contractor (Rule 75)
	(ii)	Form XIV	Employment Card issued by contractor (Rule 76)
	(iii)	Form XVI	Muster Roll 78(1) (a) (i)
	(iv)	Form XVII	Register of Wages (Rule 78 (1) (a) (i)
	(v)	Form XVIII	Register of wages-cum Muster Roll (in case of weeklyPayment)
	(vi)	Form XIX	Wage Slip (Rule 78)(1) (b)
	(vii)	Form XX	Register of deduction for damages of loss (Rule (78)(1) (a) (ii)
	(viii)	Form XXI	Register of fines (Rule 78) (1) (a) (ii)
	(ix)	Form XXII	Register of advance (Rule 78) (1) (a) (ii)
	(x)	Form XXIII	Register of overtime (Rule 78) (1) (a) (iii)
	(xi)	Form XXIV	Return to be sent by the contractor to licensing officer (Rule 82)
	(xii)	Form XII	Register of Adult Workers
	(xiii)	Form XIV	Leave with wage register
	(xiv)	Form XV	Leave book
8	Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.		
9	The Contractor shall display the list of Contract workers and list of those to whom the PF / ESI is given , every month, on the display notice board.		
G	Bonus		

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 8 of 14

SN	Description
	The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to L.E.O Office. The Bonus will be paid to the worker by contractor and same will be reimbursed separately to the contractor at the time of final settlement of Contract on proof of payment to Worker.
H	Leave with Wages to their employees
(i)	For every 20 working days worked, one paid leave will be payable by the Contractor. The Contractor shall pay the unavailed portion of the leave along with monthly wages / at the end of the Contract period. Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.
(ii)	The contractor will give paid National Holidays(namely 15 TH August, 2 nd October , 26 th January and any other National Holiday as declared by Government of India and endorsed by BHEL) to his employees.
I	Towards Conduct
(i)	Contractor shall comply with all the provisions of Labour Laws and attend the office or any other place as directed by the Authority of any labour department or Authority / Officer of BHEL Jhansi;
(ii)	Contractor shall behave properly with the dealing officials of BHEL Jhansi and shall not use baseless or unparliamentary word or language against any of them in verbal/written communications, and shall not make any unfounded or unsupported defamatory allegation whatsoever against any officials of BHEL Jhansi .If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL.
(iii)	Contractor shall necessarily receive any letter, notice or communication issued by BHEL Jhansi in respect of the contract, and comply with the instructions, contained therein;
(iv)	The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent /obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit ,shall be taken by BHEL.
(v)	The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.
(vi)	Whenever it comes to notice that undue influence (external) is exerted to appoint select labour, the Contractor shall report the same immediately, with necessary details, to the Head of Executing Department& CCC
(vii)	Contractor shall not charge any undue money from his employees who are taken on roll for BHEL contracts. Any complaints received regarding contract worker exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment, demanding money from contract workers) shall be viewed very seriously, and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during running of the Contract.
J	Non compliance of obligations
	That in the event of any act or activity in contravention of above clauses mentioned at clauses VIII (A) to VIII (I) above, and if any deficiency comes to notice of BHEL that the Contractor has failed to discharge any of the above obligations, the Contractor will be informed of the same and asked to rectify the deficiencies within three days, failing which, BHEL reserves the right to impose penalty / suspend the Contractor / terminate the contract, and take alternative action at the risk and cost of the Contractor
IX	Deposit Submission
A	Security Deposit
1	Modes To ensure performance of the contract, the successful bidders who are awarded the contracts are to submit a Security Deposit for 5 % of the Contract Value. This is applicable to MSE bidders also. Security Deposit will be accepted in the following forms:
(i)	Cash (as permissible under the extant Income Tax Act)
(ii)	Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
(iii)	Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. / Consortium Banks (as updated on BHEL website) . The Bank Guarantee should be as per BHEL format (Annexure VIII)
(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 furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(v)	Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 9 of 14

SN	Description
	(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. Waiver will be available as per extant Works policy available on BHEL intranet)
2	Collection of Security Deposit At least 50% of the required Security Deposit, preferably by way of suitable Bank Guarantee, should be submitted before start of the work. The Bank Guarantee shall be from Consortium Banks of BHEL, the list of which is uploaded on Supplier Information Portal. Balance of the Security Deposit can be deposited either in the form of Bank Guarantee, Pay Order, Demand Draft, Cheque or 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. Any cases of Stamp Duty Charges (if applicable) on the instruments of Security Deposit are the responsibility of the Contractor. 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. The recoveries made from running bills (cash deduction towards balance Security Deposit amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
3	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
4	The Security Deposit shall not carry any interest
	(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. Waiver will be available as per extant Works policy available on BHEL intranet. Wherever a Bank Guarantee , if due for extension, is not extended by the Contractor, the same will be encashed by BHEL)
X	Modalities
1	Appointment and Entry in Factory Premises
1.1	The contractor shall submit the following to HR, contracting department and Security agency deployed by BHEL.
(i)	The details of the worker proposed to be deployed.
(ii)	Proof of remittance of fees for character certificate (not older than three months) at District Magistrate's Office along with Police Verification Certificate (without any adverse remarks) OR Character certificate (not older than three years) issued by District Magistrate's / ADM / SDM / SP / DSP Office The Contractor should submit the character certificate within 60 days of issue of Gate Pass, failing which the gate pass of the worker will be discontinued.
(iii)	Copy of employment card issued by contractor to his own worker as per Annexure II
(iv)	Agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper, as per Annexure VI
1.2	Pursuant to submission of documents and the permission accorded by BHEL w.r.t the manpower proposed to be deployed by the contractor, the photo identity card shall be issued by the Contractor to the employee and submitted to HR department for issue of Gate Pass as per Annexure I. This identity card shall be forwarded by HR department to Security agency deployed by BHEL. , which shall then authorize the employee to enter the factory premises through BHEL Entry/exit system. The Gate Pass shall be issued only for Contract Labour having Insurance Policy as detailed in Clause VIII D2 " Personal Accident Insurance Policy ".
1.3	The photo identity card issued to the deployed Worker shall be valid for the Contract period/closure of Contract whichever is earlier. The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official, is involved in misconduct/poor performance . Such person shall not be re-employed by the contractor without prior permission.
1.4	The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as annexure III.
1.5	The entry of contractor's workers in factory premises shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non return of biometric card, Rs. 200/-(Rupees two hundred only) per card shall be deducted from the Security Deposit of the contractor.
1.6	The required man days will be deployed by the contractor based on periodical requisition of the department considering total man days at his disposal and the workmen required during the tenure of the contract.
1.7	In case the labour employed by the contractor do not come in uniform, Security agency deployed by BHEL may restrict their entry inside the factory.

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GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 10 of 14

SN	Description																								
2	Attendance and Payment of Wages																								
(i)	Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in Form 16 of muster roll. Contractors are required to give attendance of workers deployed by them to the official of the Department, on all working days																								
(ii)	Statement of Wages of labours deployed by him in Form 17 under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)																								
(iii)	The contractor shall pay minimum wages as applicable of the Appropriate Government . Any increase in minimum wages or increase in Variable DA by appropriate Government , the same will have to be paid by the Contractor to the labour during the currency of contract.																								
(iv)	The monthly attendance of the previous wage period shall be submitted by the Contractor on the 1 st of every month , for verification by the Executive of the Concerned User Department. The Executive of the User Department, shall examine the veracity of the attendance as per extant guidelines of BHEL Jhansi, based on available records. Any case of discrepancies will attract penal action from BHEL.																								
(v)	The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.																								
(vi)	The contractor shall make payment to his own employees based on the actual attendance / work done (as the case may be), before the expiry of the 7 th day after the last day of the wage period in respect of which the wages are payable, mandatorily through direct credit in the Bank Accounts of the work force (EFT) . The Bank statement shall be verified by a representative from the area where the contract labour is deployed. Opening of Bank Account and making the payment of wages in the respective bank account is the responsibility of the Contractor. The payment of wages to the employees shall not be subject to payment against the contractor's bills by BHEL. In case the Contractor fails to make the payment by 7 th of the month, the Security Deposit of the Contractor and all other dues shall be utilized by BHEL to discharge the contractor liability. Wherever BHEL has discharged the liability on behalf of the contractor, the Contractor shall replenish such amount immediately.																								
(vii)	The contractor shall remit the cheques favouring RPFC and ESI Kanpur with the appropriate banks within such period as stipulated under relevant provisions. Last date for remittance of PF is 15 th and that in case of ESI is 21 st of each month. In case of non compliance, the bill of the Contractor shall be withheld.																								
(viii)	In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly , then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills. In cases where the payment to the contractor is due only after completion of work and the payment is due within a month, then the payment shall be made after deducting the relevant portion towards PF , ESI, etc, and the same shall be reimbursed when the Contractor produces documents as enumerated in respect of all workers deployed by him against the contract, for each month.																								
3	Measurement of Work and Payments thereof																								
(i)	The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer																								
(ii)	Payment towards work contract will be made to the contractor on the basis of following: -<table><tr><th>Sl no</th><th>Job / Activity</th><th>Unit of Measurement</th><th>Quantum of Work</th></tr><tr><td>1</td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td></tr><tr><td>5</td><td></td><td></td><td></td></tr></table>	Sl no	Job / Activity	Unit of Measurement	Quantum of Work	1				2				3				4				5			
Sl no	Job / Activity	Unit of Measurement	Quantum of Work																						
1																									
2																									
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(iii)	Measurement Book to be maintained for the work carried out periodically by the contractor & the same shall be verified by BHEL official, nominated for the same.																								
(iv)	Payments will be made to the contractor on the basis of work carried out by him.																								
(v)	All payments will be subject to deduction of income tax at source as per Income Tax applicable Rules.																								
4	Penalty for delayed performance / payment.																								

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 11 of 14

SN	Description
	In case of delay , solely attributed to Contractor , in completion of allotted work beyond specified time, Penalty of 0.5 % per week of delayed portion/quantity shall be deducted from the Contractor's bill , limited to the maximum of 10 % of delayed portion/quantity.
5	Penal Provisions for effecting deduction, if any
	The Contractor bills will be deducted accordingly , for any of the following defaults
(i)	Penalty as detailed at X (4) above, for delayed performance / payment
(ii)	Defaults , if any as specified at VIII (11) above, for providing Uniform, PPE, etc
(iii)	Any other reason, as applicable
6	Payment of Bills
	The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract. .The contractor's bills should be accompanied with the following: (i) Copy of Measurement Book entries/Statement of work done by the Contractor. (ii) Compliance Certificate stating that Contractor has abided by : 1. Minimum Wages Act of employees deployed by him under the contract. 2. PF/ESI as per Labour Act . 3. Bonus Act . 4. All the other Act and Rules applicable at Jhansi towards the deployment of Contract Labour. 5. Undertaking of the Contractor that he has provided Uniform, Shoe, PPE to the contract labour . 6. GST amount shall be paid on submission the requisite documents. In case of any loss on account of GST ITC to BHEL the same will be recoverable from pending bill/security deposits. If the loss is not recoverable as aforesaid mode,, the loss amount is to be deposited by the contractor in BHEL account. This certificate by Contractor endorsed by Contract Executing Department. The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Tax Challan & documents as above, forward them to Finance through HR department. After checking the Labour Laws compliances with respect to the concerned contract and forward the same to Finance Department. Finance department shall, on satisfactory compliance, and after deduction (if any) on account of defaults / Penalties / TDS, will make the due payment to the contractor. Payment shall be released within 30 days from the date of bill subject to submission of complete documents in all respect-
XI	Experience Certificate
	On completion of the Contract, after having completed all contractual obligations and statutory compliances, the Contractor will be issued an experience certificate by the Central Contracting Cell in MM Department, on the total performance of the contractor such as competency, implementation of statutory provisions in time, such as payment of wages, payment of PF contribution, Payment of ESI Contribution, Payment of Bonus, Issue of PPE, Uniform, Safety Shoe, etc. This experience certificate will be an instrument for consideration / rejection of the bid of the Contractor in future tenders and also for return of Security Deposit of the Contractor.
XII	Indemnity Bond / Compliance of Legal Provision / Integrity Pact
1	BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
2	That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any contract worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 12 of 14

SN	Description
	The Indemnity Bond shall be submitted by the Contractor as per Annexure VII .
3	In case of contract estimate is equal to or more that Rs. 5 Crores, Integrity Pact to be signed by authorized Signatory and submitted by the bidder along with the tender documents by the bidder.
XIII	Legal Compliances
1	The work shall be supervised by the contractor or through the authorized representatives on day to day basis
2	The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For noncompliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible, and also liable to be suspended from BHEL as per Company Guidelines
3	The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen / representatives' negligence or otherwise during execution of work.
4	In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
XIV	Risk & Cost:
	If the Contractor fails to perform/execute the work within time or fails to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL reserves the right to cancel the contract and take necessary action from alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc of the Contractor , which are pending either at BHEL, Jhansi or any other Unit of BHEL Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Contractor. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/venderregistration/vender.php .
XV	Return of Security Deposit
	Security Deposit will be released on submission of following certificates from departments mentioned as under:-
1	Completion of work and certification of payment of minimum wages to employees from contracting department.
2	Certificate of compliance of labour laws from Contracting Dept. and verified by HR department.
3	Certificate of payment of Bonus by Contracting Dept. and verified by HR Department
4	No dues certificate from contractor regarding GST payment, Stamp Duty payment (if any) & any other dues liable to remitted by contractor under Financial Laws to Finance department.
5	Submission of Experience Certificate by CCC
	In case of non satisfactory performance of the contract, under any of the clauses as above, BHEL shall have a right to encash the Security Deposit . In case of any dispute decision of concerned Head of the Executing Department will be final .
XVI	Confidentiality
	The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.
XVII	Force Majeure

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 13 of 14

SN	Description
	Notwithstanding anything contained in the contract, neither the Contractor nor BHEL shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Contractor or BHEL; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Contractor along with supporting evidence and so granted by BHEL for the supply/ work affected, if any, shall not be construed as waiver in respect of execution of the pending part of the contract. Rescheduling of contractual obligations on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Contractor to claim any increase in the price on whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall requirements and make alternative arrangements.
XVIII	Termination
	In case the Contractor makes defaults in the work within the timelines specified by BHEL, and this happens inspite of a reasonable notice given in writing, or if the Contractor fails to comply any of the terms and conditions of the Contract, or in case the Contractor fails to comply any of the provisions under the Acts / Rules / Instructions / Guidelines or for any reason which harm the commercial interests of BHEL, the Contract shall, without prejudice to any other rights and remedies available to BHEL, be liable to be cancelled/ terminated in part /whole, by giving 30 days notice in writing. In event of termination. The Contractor shall be liable to compensate BHEL.
XIX	Suspension
	BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension. To know the implications of suspension, the bidder may see the "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vender_registration/vender.php
XX	Fraud Prevention
	If any bidder 'contractor indulges during any stage of the contract in malpractices, cheating, bribery, fraud, harassment of labours deployed, getting influence, formation of cartel, so as to influence the bidding process / influence the price / influence the execution of Contract, or acts in any manner which tantamount to an offence punishable under any provision of Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / Contractor as per extant guidelines of the Company. Available on www.bhel.com. And / or under applicable legal provisions. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice
XXI	Conciliation/Settlement of Disputes / Arbitration etc.
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the BHEL on the request of the Contractor and the decision of BHEL shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of BHEL
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of BHEL and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with Corporate guideline as amended from time to time.. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi). The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award.
E	The Contractor shall continue to perform the contract, pending settlement of dispute(s).
XXII	Applicable Laws and Jurisdiction of Courts
	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court..

(Signature, Seal & Stamp of the Bidder)

GENERAL TERMS AND CONDITIONS OF ENQUIRY FOR WORKS CONTRACTS

Page 14 of 14

SN	Description
XXIII	General
(i)	The Bidder shall keep a track of any changes by visiting www.bhel.com / Tender Notifications
(ii)	As a mark of acceptance of the General Terms and Conditions of Enquiry, all pages of the document should be signed by the authorized signatory of the Bidder, with Seal and Stamp, and submitted. Else, the offer of the Bidder will be rejected.
(iii)	The bidders are advised to ensure completeness of documentation as per the Checklist (Annexure VIII) provided in the enquiry. The offers of the bidders are liable to be rejected in case of incomplete documentation

Record of Revisions		
Rev 00	18.06.2019	First issue
Rev 01	29.06.2021	Second issue

(Signature, Seal & Stamp of the Bidder)



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No:

Annexure: I

गेट पास आवेदन

(ठेकेदार के संविदा श्रमिकों हेतु)

१. ठेकेदार का नाम
२. कार्य का स्वरूप
३. कार्य आदेश सं./दिनांक
४. कार्य आदेश अवधि
५. कार्य स्थल (विभाग एवं कोड)

 एवं
६. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
७. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिका के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नाम..... जन्म तिथि/आयु..... पिता का नाम.....

..... पहचान चिन्ह..... स्थाई पता..... वर्तमान पता.....

शैक्षिक योग्यता..... तकनीकी योग्यता.....

..... आधार न0.....

मोबाइल न0.....

भविष्य निधि खाता संख्या..... कर्मचारी रा.बी. निगम खाता संख्या.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित)

--	--	--	--	--	--	--	--	--	--

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(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

आबटित गेट पास सं०..... दिनांक..... हस्ताक्षर आबटनकर्ता.....

विभागाध्यक्ष-मा.सं./सं.प्र.प्र. प्रभारी के हस्ताक्षर

(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री..... नियोजक.....

.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/तीन दिन के पश्चात् २५ तारीख के ०० ओ० सु० ब० द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० झॉसी (उ०प्र०)

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No:_____

Annexure- II

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor :

Nature of work and location of work :

Name and address of Establishment in/under which contract is carried on :

Name and address of Principal Employer :

1. Name of the workmen :

2. Serial No. in the register of workmen employed :

3. Nature of employment/designation :

4. Wage rate with particulars of unit, in case of piece-work. :

5. Wage period :

6. Tenure of employment :

Remarks. :

Signature of contractor.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Tender Enquiry No:_____

FORM XIII

[See Rule 75]

Register of workmen employed by contractor

Name and address of Principal Employer :

[illegible]

Note: Register of wages as per form XVII is mandatory to be maintained for each month

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Tender Enquiry No:

DATE: -----

Wage period: Monthly ũ ũ ũ ũ ũ ũ ũ ũ ũ ũ ũ ũ ...

Seal & Signature of BHEL contracting authority

TENDER ENQUIRY NO. _____

Self Declaration

1. I / We have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We are not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/office of BHEL or any other organization, before or till, on the date of tender opening.
3. I / We shall not be influenced by anyone in deployment of labour, for this contract.
4. I / We will deploy persons preferably with experience developed in BHEL Jhansi, for this contract.
5. I/ We will ensure that the manpower deployed for this contract shall be competent to carry out the assigned task
6. I / We shall deploy manpower after acceptance of the Head of the Executing Department
7. I / We agree that BHEL shall reserve the right to reject any labour deployed – if found not having the requisite documents, proficiency, experience, etc for the relevant task, or if found involved in any misconduct
8. I / We undertake that we shall pay minimum wages to the labour employed by us for this contract, and also undertake to abide by all statutory and regulatory requirements, as also to the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.
9. I / We undertake that, wherever applicable, we shall pay Stamp Duty Charges on Security Deposit to the Government

(Signature of the Contractor with Name. Designation & Seal)

(Under Letter Head)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF ____ between BHARAT HEAVY ELECTRICALS LIMITED, Jhansi (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110 049 (hereinafter called BHEL) of the ONE PART

AND

M/s _____ (hereinafter called the `Contractor') of the SECOND PART WHEREAS M/s _____ State that they have acquired and possess extensive experience in the field of _____ And whereas in response to an Invitation to Tender No. _____ issued by BHEL for the execution of _____ The Contractor submitted their offer And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the work order No. _____ dated: _____ read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows: That the Contractor shall execute the work of _____ and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Terms and Conditions of Enquiry , Special Conditions, annexure, work order No. _____ dated: _____ and such other instructions, drawings, specifications given to him from time to time by BHEL. The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid up to _____ for a sum of Rs _____ only towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee for a sum of Rs _____ in favour of BHEL towards Security Deposit Bank Guarantee No. _____ of _____ Bank , Branch _____

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and to have satisfied himself as to the nature and character of the works to be executed by him.

CONTRACT AGREEMENT

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

The following documents shall also form part of & shall govern this Agreement:-

(a) Invitation to Tender No. _____ dated: _____ and the documents Specified therein.

CONTRACT AGREEMENT

(b) Contractor's Offer no _____ dated _____

(c) Work order No. _____ dated: _____

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

To be signed by a person holding a valid Power of Attorney

WITNESS: -1.

2.....

(On behalf of Bharat heavy Electricals Ltd, Jhansi)

WITNESS: - For and on behalf of Bharat Heavy Electricals Ltd, Jhansi

1.

2.

Enclosed:

100 Rs. stamp paper no. _____ is part of agreement.

क्षतिपूर्ति बन्धनामा

सेवा में,

भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

द्वारा एक्जीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

यह कि मैं ----- ठेकेदार आयु ----- वर्ष पुत्र -----
----- निवासी -----
----- भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी के पक्ष में निम्नलिखित क्षतिपूर्ति बन्धनामा
निष्पादित करता हूँ :-

यह कि मुझे ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से कायदेशि
संख्या ----- दिनांक ----- के अनुसार -----

----- के कार्य करने का ठेका
मिला है और इस कायदेशि के अन्तर्गत मुझे कार्य करने में श्रमिकों के साथ साथ कार्य संपादन हेतु
आवश्यक सामग्री ले जाने उसे उचित स्थल पर पहुंचाने व इसके अतिरिक्त उक्त सामग्री के उपयोग
करते समय या उसके उपरान्त किसी भी कारण से किसी भी प्रकार की दुर्घटना अथवा अन्य किसी
भी कारण या प्रकार से किसी को कोई भी हानि हो सकती है। मैं उक्त ठेकेदार निष्पादक उक्त
ठेके के कार्य निष्पादन में या उसके फलस्वरूप होने वाली हर प्रकार की हानि अन्य किसी भी
प्रकार की कारित क्षति के लिये उत्तरदायी रहूंगा और भेल झांसी को इसके फलस्वरूप होने वाली
समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त राशियों के भुगतान करने के लिये बाध्य रहूंगा ।

अतः यह क्षतिपूर्ति बन्धनामा (Indemnity Bond) आज दिनांक ----- को
झांसी में साक्षियों की उपस्थितियों में निष्पादित किया ताकि वक्त जरूरत पर काम आवे ।

हस्ताक्षर साक्षी

निष्पादक/ ठेकेदार

1- हस्ताक्षर साक्षी

हस्ताक्षर-----

नाम-----

पिता का नाम-----

नाम -----

निवासी-----

पिता का नाम-----

निवासी-----

2- हस्ताक्षर साक्षी

नाम-----

पिता का नाम-----

निवासी-----

Note: On Rs. 100/- Non- Judicial Stamp paper.

Annexure VIII

CHECKLIST FOR DOCUMENTS OF THE ENQUIRY FOR LABOUR SUPPLY CONTRACTS

1	Documents in support of the Pre Qualification Criteria
2	General Terms and Conditions of the Enquiry, duly signed, with seal and stamp of the Bidder
3	Annexure-I - Photo Identity card issued by the Contractor to their labour for issue of Gate Pass
4	Annexure-II- Copy of employment card issued by Contractor to their worker
5	Annexure-III - Register to be maintained by Contractor towards the labour employed
6	Annexure-IV - Statement of Wages of Labour employed by the Contractor
7	Annexure V – Undertaking duly signed, with seal and stamp of the Bidder, under Letter head of bidder.
8	Annexure- VI - Agreement between BHEL and Contractor
9	Annexure-VII - Indemnity Bond to be submitted by Contractor
10	Annexure-VIII - Checklist for documents
11	Annexure-IX - Format for Bank Guarantee in lieu of Security Deposit
12	Format JS 145 - Price Bid Sheet for Labour Supply Contracts (in a separate envelope)
13	Format JS 471 – Blank Price Bid Sheet for Labour Supply Contracts
14	Tender Cost
15	EMD
16	Integrity Pact (if applicable) to be duly signed, with seal and stamp of the Bidder
17	Bidder details with Contact name, address, phone no, e mail, PAN No, GSTIN No, Aadhar number , UAM number (if any), Digital Signature Certificate for PF & ESI, etc.
18	Any other document as called for in the Enquiry

I / we undertake that we shall submit the documents as called for in the Enquiry and that our bid is liable to be rejected in case of incomplete documentation

(Signature of the Contractor with Name. Designation & Seal)

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

we ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on

us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited ²

ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵BG AMOUNT IN FIGURES AND WORDS

⁶VALIDITY DATE

⁷DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept one year after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

ANNEXURE - X

STATEMENT OF PAID LEAVE OF EMPLOYEE FOR MONTH

Sl No	Name of Employee	Employee No	Opening Balance of paid Leave	Paid Leaved earned during month	Paid Leave availed during month	Closing Balance of Paid leave.

Signature of Contractor with Seal & date

Annexure – XI

Certificate by Chartered Accountant on letter head.

This is to Certify that M/s, (hereinafter referred to as 'company/') having its registered office at is registered under MSMED Act 2006 as per following details:-

UDYAM Reg. No. -

UDYAM Reg. Date :,

Category: (Micro/Small),

Major Activity:(Manufacturing/Services).

Further verified from the Books of Accounts that the investment and turnover of the company as per the latest three financial statements as per MSMED Act 2006 is as follows:-

(Amount in Crores)

Financial Year	Investment in plant and machinery*	Turnover during the Year	Type of Financial Statements
			Audited/Provisional
			Audited/Provisional
			Audited/Provisional

*Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Micro, Small and Medium Enterprises vide its notification No.S.O.2119 (E) dated June 26, 2020:

(Strike off whichever is not applicable)

The above investment of Rs..... Crore and Turnover of Rs..... Crore is within permissible limit of Investment of Rs. Crore and Turnover of Rs..... Crore for Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

.Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) as notified vide S.O. No. 2119(E) published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

UDIN -