



**NOTICE INVITING TENDER**

**Tender Enquiry No.: BHEL/FSIP/MM-WCC/23-24/W-34**

**Date: 04.12.2023**

BHEL-FSIP, Jagdishpur invites bid in two part bid system (Part-I: Techno-commercial Bid; Part II: Price Bid) for following work from experienced and financially sound bidders.

- 1. Description of work:** **Works Contract for Routine Disposal of Garbage from IP Township area on regular basis.**
- 2. Quantum of work:** As per BOQ cum Price schedule.
- 3. Duration of Contract:** 12 Months
- 4. Tender Document Cost:** ₹ 1180/- (Inclusive of GST @ 18%)
- 5. EMD:** ₹ 18,026/-
- 6. Due Date and Time for Submission of Bid:** **14.12.2023 (12:00 PM)**
- 7. Due Date and Time for Opening of Techno-Commercial Bid:** **14.12.2023 (03:00 PM)**
- 8. BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 9. BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
- 10. Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://eprocurebhel.co.in/nicgep/app>. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-FSIP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-FSIP**

**Enclosures to Tender Enquiry:**

- 1. Section-I: General Terms and Conditions**
- 2. Section-II: Special Terms and Conditions**

**Note:**

1. The contractors may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website "<https://eprocurebhel.co.in/nicgep/app>". All subsequent corrigendum/amendment shall be published only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

Fabrication, Stamping & Insulator Plant, Jagdishpur Industrial Area, Distt. Amethi (UP) 227 817, INDIA

Tel.: + 91 5361 224154; FAX: 27 0057; web site: [www.bhel.com](http://www.bhel.com),  
Registered & Corporate Office: 'BHEL House', Siri Fort, New Delhi 110 049

## SECTION-I GENERAL TERMS AND CONDITIONS

### **1. DEFINITIONS:**

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at FSIP-Jagdishpur or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

### **2. OFFICIAL SECRET ACT :**

The contractor shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them. A third party non-disclosure agreement as per annexure-G shall be submitted.

### **3. MODE OF COMMUNICATIONS:**

Generally, all communications, references etc. shall be delivered through Letter/Fax/ E-Mail or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.



#### 4. SECURITIES:

##### 4.1 EARNEST MONEY DEPOSIT (EMD):

4.1.1 EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT. The EMD is accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- b) Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Insurance Surety Bonds.
- f) In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(Note: The EMD shall not carry any interest.)

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

4.1.3 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

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

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

4.1.4 EMD shall not carry any interest.

4.1.5 EMD of successful tenderer will be retained as part of Security Deposit

##### 4.2 SECURITY DEPOSIT (SD):

4.2.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

4.2.2 The total amount of Security Deposit will be 10% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.

4.2.3 The balance amount to make up the required Security Deposit of 10% of the contract value may be accepted in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I A Jagdishpur., IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.
- b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- d) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- e) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- f) Securities available from Indian Post offices such as National SavingsCertificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- g) Insurance Surety Bonds

(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.)

4.2.4 At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

(Note: In case of (a) small value contracts not exceeding 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment shall be released only after collection/ recovery of initial 50% Security Deposit

4.2.5 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.

4.2.6 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

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

4.2.8 The Security Deposit shall not carry any interest.

## 5. SUBMISSION OF OFFFER / TENDER:

- 5.1. The bid is invited in either two part or single part as specified in NIT. In case of two part bid system offer shall be submitted as per following:
  - 5.1.1. Part I: Techno commercial Bid: Techno commercial bid should be filled as per **ANNEXURE-H** to this section and should contain documents in the same order as listed there along with Documents for Pre-qualifying requirements, if applicable.
  - 5.1.2 Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per given format of Price Schedule given in the tender document. The Price Bid not submitted as per Price Schedule may not be considered.
  - 5.1.3. Part I and Part II Bids should be put in separately and submitted through website “<https://eprocurebhel.co.in/nic gep/app>” only. In case of paper bid, offers is to be submitted in sealed envelopes and each envelope must be marked clearly as “Techno commercial Bid” or “Price Bid” as the case may be. NIT Number and bidder’s name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:
    - a. Tender Enquiry No. & Title of Work
    - b. Bid Opening date & time
    - c. Address/Venue of Bid Submission
    - d. Bidder’s Name & Address

Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the “bids” are liable to be rejected.

### **NOTE:**

- 1) Offers are liable to be rejected for changes made by bidders in the Price Schedule in Price Bid, except those specified in the unpriced bid and accepted by Purchaser.
- 2) Where-ever it is specified in NIT that the bids are to be submitted on BHEL e-procurement portal, bidder to upload the bid documents on specified portal and no paper bids are required to be submitted. For submitting E-Bids, bidders have to use their organization’s authorized Digital signature (DSC class-III/ applicable class for bidding). In case the same is not available with the bidder then such bidder has to arrange as per the existing provisions of BHEL E procurement portal and ensure timely submission of the bids.
- 3) Where-ever it is specified in NIT that the bids are to be submitted in BHEL tender room, bidder to submit the bid documents in hard copy.
- 4) The bidder should indicate at the time of quoting against the tender, their full postal and e-mail ID and also similar information in respect of their authorized agents, if any.

5.1.5 All papers/documents should be ink signed and rubber stamped by the bidder.

5.2 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

- 5.3 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 5.4 In case of paper bid the tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
- 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 5.6 Tenders shall be opened by authorized officers of BHEL through online mode on [https://eprocurebhel.co.in/nicgep/app" only](https://eprocurebhel.co.in/nicgep/app) at the time and date specified in the NIT or any extension.
- 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 5.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 5.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 5.10 **Validity of Offers:** The offer should be valid at least for a period of **90 days** from the date of opening of tender (part -1). In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 5.11 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 5.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.13 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 5.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 5.15 In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:
  - (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the

unit price corrected accordingly.

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

5.16 BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.

5.17 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

5.18 In case of online tender enquiry, bidders to submit their best offer through online mode in two parts at website <https://eprocurebhel.co.in/nicgep/app>. No other means of submission shall be entertained.

## 6. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto for the person who signs the tender documents:

- a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- c) Sole Proprietor-ship Firm: 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 (\_\_\_\_\_)
- d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed duly certified by the Notary Public/ Deed registered at the office of Registrar of Firms shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
- e) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- f) Society: Registration certificate issued by Registrar of societies.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

## 7. PRICE SCHEDULE (PRICE BID):

- 7.1 Rate should be quoted strictly as per prescribed Price Schedule.
- 7.2 Rates to be quoted in figures and words by the Contractor.
- 7.3 There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
- 7.4 The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor.
- 7.5 Rate quoted above shall be inclusive of minimum wages as per govt. rules, additional wages as per BHEL rules, all statutory requirements like PF & ESI, Uniform, shoes, PPEs, bonus, machinery charges, Consumable cost, supervision charges and all other charges as per scope of work, as applicable exclusive of GST. GST, if applicable shall be paid extra at actual.

## 8. EVALUATION OF OFFERS

- 8.1 Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 8.2 The bidders shall be evaluated as per Pre-qualifying and techno-commercial requirements mentioned in the tender documents.
- 8.3 BHEL Reserve the rights to evaluate the bid as per BHEL policy norms and Govt. guidelines. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- 8.4 Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 8.5 The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 8.6 Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 8.7 Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 8.8 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 8.9 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 8.10 BHEL reserve the right to split the work in two or more bidders, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 8.11 BHEL reserves its right to negotiate with the L1 Bidder Bidder.

## 9. REVERSE AUCTION:

- 9.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- 9.2 The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Only technically and commercially acceptable bidders shall be eligible to participate in reverse auction. Information and general terms and conditions governing RA shall be communicated to technically and commercially acceptable bidders.

9.3 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

#### **10. CONTRACT AGREEMENT**

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

#### **11. TERMS OF PAYMENT:**

11.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in Duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).

11.2 All payments shall be released through electronic-pay mode only.

11.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules as well as TDS under GST and BHEL will issue appropriate certificates in this regard.

11.4 GST, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.

11.5 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts, which spill over, to the date of implementation of new GST laws are modified accordingly.

11.6 The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the contractor. In absence of the same or any loss of GST Credit due to the fault contractor, shall be recovered/not payable to the contractor.

11.7 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

11.8 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.

11.9 Clarifications from the contractors on bills will be intimated in one go within 07 days of receipt of clear bills, generally. Further, contractors are also required to submit the clarification in one go by next 07 days of receipt of clarification letter from BHEL.

11.10 Contractors are required to submit the bill within 6 month from work completion, beyond this period, bill will not be accepted.

#### **12. PAYMENT TIMELINE :**

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

**13. PENALTY :**

For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done.

**14. SAFETY AND OCCUPATIONAL HEALTH:**

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and Government, as applicable, inside the BHEL factory. The contractor is required to keep and maintain first aid box at work place at his own cost.

**15. FORCE MAJEURE:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

**16. ARBITRATION:**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- FSIP, Jagdishpur. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Amethi (U.P.). The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Amethi (U.P.), court.

#### 16. JURISDICTION:

The contract shall be governed, by the law for the time being in force, in the Republic of India. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Amethi (U.P.), court only.

#### 17. RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL extant guidelines, in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

#### 18. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

#### 19. TERMINATION

This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract or agreement.

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

#### 20. EXTENSION

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

#### 21. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- a. The tender documents shall be issued free of cost to MSEs.
- b. MSEs are exempted from payment of Earnest Money Deposit (EMD).

c. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement of at least 25 % of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 25% (i.e. 6.25 % out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25 % sub-target for procurement earmarked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

Note: Special provision for Micro and small enterprises owned by women: -

Minimum of 3 % reservation for women owned MSEs within 25% reservation.

- MSE benefit shall be given only if bidder submits valid certificate as per extant MSME guideline.
- Purchaser reserves right to verify MSE status of bidder from the concerned authority.
- Payment to MSEs will be governed as per the Extant regulations of Govt. of India.
- Purchase preference to MSE will be governed as per Extant regulations of Govt. of India

d. All other applicable benefits, if any shall be given to MSE bidders as per guidelines of GOI issued time to time.

## **22. TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABORERS UNDER SERVICE OR WORKS CONTRACT**

### **22.1 LABOUR LICENCE AND OTHER REQUIREMENTS**

22.1.1 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.

22.1.2 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.

22.1.3 In case the number of employee 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.

22.1.4 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.

22.1.5 The contractor shall also have to submit copy of PAN card and latest IT return.

22.1.6 The contractor must possess Service Tax Registration number under relevant code head.

22.1.7 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.

## **22.2 APPOINTMENT AND ENTRY IN FACTORY PREMISES**

### **22.3 LABOUR LICENCE AND OTHER REQUIREMENTS**

22.3.1 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.

22.3.2 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.

22.3.3 In case the number of employee 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.

22.3.4 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.

22.3.5 The contractor shall also have to submit copy of PAN card and latest IT return.

22.3.6 The contractor must possess Service Tax Registration number under relevant code head.

22.3.7 The contractor should possess GSTIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have GSTIN. However, he shall have to produce GSTIN before opening of Price bid.

## **22.4 APPOINTMENT AND ENTRY IN FACTORY PREMISES**

22.4.1 The contractor shall submit the request for issuance of gate passes of their workers along with following documents to HR Department through contracting department in the format given by BHEL:

- Identity Proof (Voter ID/ Aadhar).
- Police Verification Certificate by appropriate authority or Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further, he should submit the character certificate within 30 days failing which he will be discontinued.
- Copy of employment card issued by contractor to his own worker.
- The firm shall arrange the working permission beyond normal working hours on their own, if required.

22.4.2 After submission of documents as in Para 22.2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR

department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.

22.4.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, BHEL Security shall not allow any labour to enter the premises of BHEL FSIP Jagdishpur.

22.4.4 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.

**22.3 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES:**

22.5.1 The Contractor shall pay wages to all his Laborers as prescribed by the BHEL HR from time to time based on U.P. government norms.

22.5.2 ~~In addition to minimum daily wages above, an additional wage has also to be paid by the Contractor to all his Laborers as per following rates as per BHEL guidelines:~~

<b>Sl. No.</b>	<b>Type of Labour</b>	<b>Additional daily wage to be paid in (Rs.) as on date</b>
1	Unskilled Worker (USW)	NIL
2	Semi-skilled Worker (SSW)	NIL
3	Skilled Worker (SW)	NIL
4	Highly Skilled Worker (HSW)	NIL

~~This additional amount will also attract all statutory deductions and payments.~~

22.5.3 Contractor shall ensure payment of wages as applicable on or before seventh day of each month.

22.5.4 Wages payment shall be made by Contractor to the Laborers through bank only and shall maintain proper records of their timely disbursement. Contractor shall issue wages slips to his laborers.

22.5.5 The payment of wages to the workers shall not be subject to payment against the bills by BHEL. Bills to be issued within period specified in GST.

22.5.6 The contractor shall submit bills to the contracting department only after payment of wages for previous months.

22.5.7 The contractor's bills should be accompanied with the following:-

- Copy of Measurement Book entries / Statement of work done / work completion report by the Contractor duly verified by concerned BHEL representative(s).
- Self-Declaration of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc.
- PF and ESI challans for period for which bill has been raised -separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
- Wage payment sheet for the bill period.
- Statement of material supplied by the contractor, if any

- f) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- g) 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.

22.5.8 The contractor shall remit the cheques favouring RPFC and ESI Office with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.

#### **22.4 PROVIDENT FUND (PF)**

- 22.4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 22.4.2 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.
- 22.4.3 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.
- 22.4.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 22.4.5 The Contractor shall liaison 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.

#### **22.4.6 PF CONTRIBUTION:**

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>
12.00%	13.00 %

The PF Contribution may change as per Govt. notification.

22.4.7 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.

#### **22.5 EMPLOYEES STATE INSURANCE (ESI)**

- 22.5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.
- 22.5.2 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.
- 22.5.3 The contractor shall facilitate collection of issued ESI cards by his worker. Only those workers shall be allowed entry into factory premises who have valid ESI Card.

#### **22.5.4 ESI CONTRIBUTION :**

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
0.75%	3.25%

The ESI Contribution may change as per Govt. notification



22.5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

22.5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for inspection by the concerned BHEL Officer(s):

- a. Form XIII - Register of Workmen employed by contractor (Rule 75)
- b. Form XIV - Employment Card issued by contractor (Rule 76)
- c. Form XVI - Muster Roll 78(1)
- d. Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- e. Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- f. Form XIX - Wage Slip (Rule 78)(1) (b)
- g. Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii))
- h. Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- i. Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- j. Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k. Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- l. Form XII – Register of Adult Workers
- m. Form XIV – Leave with wage register

#### **22.6 PERSONAL ACCIDENT INSURANCE POLICY:**

22.6.1 Contractor shall 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.

22.6.2 The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.

22.6.3 The policy should be purchased from Govt. under taking company.

22.6.4 The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.

22.6.5 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. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

22.6.6 The copy of policy along with bill shall be submitted.

#### **22.7 BONUS**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and the payment of bonus (amendment) act, 2015.

#### **22.8 DISCIPLINE**

22.8.1 The Contractor shall be responsible for the discipline of his own laborers deployed under the service contract. In case of any loss to the BHEL FSIP Jagdishpur on account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

22.8.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age. 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 employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.

22.8.3 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.

#### **22.9 LEAVE WITH WAGES TO CONTRACT LABOUR**

22.9.1 Guidelines as per Factories act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.

22.9.2 The contractor will give three paid National Holidays to his employees.

#### **22.10 SAFETY OF OPERATION**

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide the following Personnel Protective Equipment (PPE) and Consumables, as applicable, to each laborer during execution of the contract, at his own cost:-

- a) One pair of Uniform within two weeks of start of contract and one pair within next six months. The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE . The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta/ kameez/top for female. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labor 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. Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.
- b) One safety helmet per annum, (within two weeks of start of contract).
- c) One pair of safety shoes along with two pairs of socks per annum, (within two week of start of contract).
- d) One pairs of leather hand gloves per week.
- e) Two pairs of Ear plugs per month
- f) Cora cloth / Cloth Waste 1/2 Mt. per month
- g) One soap per month.
- h) Any other relevant safety PPEs, if required.

Quantities mentioned above are minimum and may increase depending upon operation / job and contractor has to provide these items at his own cost. Each PPE items should follow BHEL Safety Engineering Standards. The contractor shall maintain a register for record of above items.

#### **22.11 SUPERVISION OF CONTRACTOR LABORERS:**

The contractor shall appoint one identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility.

The Contractor shall submit Power of Attorney in name of his supervisor. No extra supervision charges shall be paid by BHEL.

## 22.12 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:

In case of medical emergencies faced by contract worker at work, first aid medical facilities in the interest of the well-being of the worker shall be provided by BHEL. Responsibility of medical treatment lies with the contractor through ESI.

## 22.13 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group.”

## 23. GENERAL GUIDELINES TO CONTRACTOR:

- 23.1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 23.2 The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 23.3 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.
- 23.4 Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on overtime, Sundays or on other declared holidays without written permission.
- 23.5 Contractor to should submit a copy of standing orders if engaging 100 or more workmen and shall comply with the provisions of Factories Act.
- 23.6 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, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance 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, Maternity Benefit act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- 23.7 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.
- 23.8 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL



shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

- 23.9 If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 23.10 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 23.11 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 23.12 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 23.13 The Contractor will have to indemnify BHEL against:
  - a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
  - b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
  - c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
  - d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
  - e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
  - f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of Rs. 100 value.

#### 24. BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractor / sub vendors /consultants /services providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](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.

**25. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS:**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions".

**26.** "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.

**27.** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, subsequent amendments and Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Vendors are requested to go through the orders issued

from time to time by concerned authorities and furnish the required documents to qualify for MII.

**28.** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; - **or**
- b) they receive **or** have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, - **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal, -

**or**

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, -

**or**

- h) In case of a holding company having more **than** one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

**29.** For order exceeding Rs 25 lakhs, Successful L1 bidder to submit mandatorily the GeM Seller ID before placement of Order/Award of contract.

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



31. The Terms and Conditions stipulated in STC will supersede those in GTC and Terms, Conditions stipulated in Enquiry letter will supersede those in GTC and STC in case of any conflicting provisions.
32. Bidder to ensure Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time)
33. In line with notification of the Government of India in the Ministry of Finance (Department of Revenue), No. 17/2022 – Central Tax, dated the 1st August, 2022, **e-invoicing will be applicable to contractor having annual aggregate turnover above INR 10 crores in any of the previous FY beginning from 2017-18 and onwards.**

**It is important to note that where a contractor is required to issue an e-invoice but fails to do so, then such invoice would not be treated as a valid invoice under GST law for availing input tax credit (ITC).**

Accordingly, Bidders whose Turn Over is more than 10 Cr in a year beginning from FY 2017-18 have to submit following declaration on their letter head for compliance of above:-

*"We M/s ..... hereby declare that, if contract is awarded to us then we will claim payment only through e-invoices in compliance to the notification of Government of India, Ministry of Finance (Department of Revenue), No. 17/2022 – Central Tax, dated the 1st August, 2022"*

**LIST OF ANNEXURES TO GTC**

SR. NO.	NAME OF ANNEXURE	DETAILS OF ANNEXURE
1	ANNEXURE-A	DECLARATION SHEET
2	ANNEXURE-B	CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION
3	ANNEXURE-C	CERTIFICATE OF DECLARATION CONFIRMING FIRM IS NOT BLACKLISTED / UNDER HOLD FROM BHEL JAGDISHPUR OR BANNED BY ANY UNIT/REGION/OFFICE OF BHEL AND FIRM IS NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE
4	ANNEXURE-D	CERTIFICATE BY CA FOR MSE BIDDERS
5	ANNEXURE-E	PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE
6	ANNEXURE-F	CONTRACT AGREEMENT FORMAT
7	ANNEXURE-G	THIRD PARTY NON-DISCLOSURE AGREEMENT
8	ANNEXURE-H	TECHNICAL BID FORMAT
9	ANNEXURE-I	INDEMNITY BOND FORMAT
10	ANNEXURE-J	LAND BORDER CERTIFICATE
11	ANNEXURE-K	MAKE IN INDIA CERTIFICATE



**ANNEXURE A**

*(to be made on Bidder's letter head)*

**DECLARATION SHEET**

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

**Date:**

**Name & Signature of the bidder**

**(Seal)**



**ANNEXURE B**

*(to be made on Bidder's letter head)*

**CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION**

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

**Date:**

**Name & Signature of the bidder  
(Seal)**



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
फैब्रिकेशन, स्टैम्पिंग एन्ड इंसुलेटर प्लांट  
Fabrication, Stamping & Insulator Plant (FSIP)  
जगदीशपुर / Jagdishpur

#### ANNEXURE C

*(to be made on Bidder's letter head)*

#### TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

(Signature of Authorized Signatory)



**ANNEXURE D**

**(Certificate by Chartered Accountant on letter head)**

This is to Certify that M/S. ....  
(Hereinafter referred to as 'company') having its registered office at .....is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11 .....dated: .....  
Category: ..... (Micro/Small) (Copy enclosed).  
Further verified from the Books of Accounts that the investment of the company as on date ..... as per MSMED Act 2006 is as follows:

I. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 :

Rs. .....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs .....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs ..... Lacs is within permissible limit of Rs -----Lacs 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) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322{E} dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

**Date:**

(Signature)

Name -

Membership number

Seal of Chartered Accountant



ANNEXURE E

**PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE**

This deed of Guarantee made this .....day of ..... two thousand and ..... by .....(Bank) herein after called the "The Guarantor" ( which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns ) in favour of M/s Bharat Heavy Electricals Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi110049 through it's unit at Jagdishpur, distt, Amethi ( UP) herein after called " The Company" ( which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS .....(herein after referred to as the Contractor)have entered into contract arising out of Letter of Intent no. .....dt.....( hereinafter referred to as "the contract") for the construction of ..... with the company.

AND WHEREAS the contract interalia provides that the contractor shall furnish to the company a sum of Rs.....( Rupees ..... ) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....( Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and



effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after.....i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be ) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs .....(

Rupees.....). Our guarantee shall remain in force un till....., i.e, ( the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time ) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Jagdishpur, Distt. Amethi (U.P.) only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the .....(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory...no.....)

**WITNESSES:**

1 Name and Address

2 Name and Address

**Notes:**

1. The above BG shall be executed on the non judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

**ANNEXURE F**

**CONTRACT AGREEMENT FORMAT**

**Agreement No:**

**Date:**

The agreement made on ..... between M/s. Bharat Heavy Electricals Limited, ..... Jagdishpur, Distt Amethi (UP) having its registered office at BHEL House, Siri Fort, New Delhi-110049 (hererin after called the contractee) the first party, ..... (hereinafter called the Contractor) the 2nd party.

Whereas through its tender enquiry no. ..... and price bid/reverse auction held on ..... the contractee had called for

And whereas the contractor has submitted his offer in pursuance of said tender notice. And whereas the company has decided to accept contractors tender mentioned above as per the offered rates and conditions specified in offer subject to other terms and conditions specified in the tender enquiry/ proposed agreement and the company's contract hereto.

And whereas the contractor has agreed to enter into ..... specified above at the rates mentioned, subject to the conditions contained hereunder:

01. This agreement shall be valid from ..... to .....

02. The contractor shall do ..... as per scope of work as given in the tender document.

03. The rate for the aforesaid work shall be .....

04. For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done- **Agreed.**

05. Contractor will have to deposit Security Money as required in work order issued within seven days after award of work order.

06. Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).

08. All other terms and conditions shall be as per ..... issued to contractor by the contractee.

The security deposit and any other amount occurring to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contractor and will be set against any claim or expenditure incurred by BHEL on account of acts of omission/negligence on the part of the contractor.

**Settlement of Disputes/Arbitration-** All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- FSIP, Jagdishpur. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Amethi. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Amethi (U.P.), court.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
फैब्रिकेशन, स्टैम्पिंग एन्ड इंसुलेटर प्लांट  
Fabrication, Stamping & Insulator Plant (FSIP)  
जगदीशपुर / Jagdishpur

**Indemnity-** That BHEL-Jagdishpur 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-Jagdishpur. If any such claim is made against BHEL-Jagdishpur by any worker or his heirs engaged/employed by the contractor, which BHEL-Jagdishpur 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- Jagdishpur premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jagdishpur all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jagdishpur against all losses and claims for injuries or damage to any person or property whatsoever which may arise of 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.

In witness where the parties there to have here under signed the agreement.

**Witness:**

1. Name  
Address

**Signature of the Contractor**

Name  
Designation

2. Name  
Address

**Witness:**

1. Name  
Address

For and on behalf of  
Bharat Heavy Electricals Ltd.  
FSIP, Jagdishpur

2. Name  
Address



**ANNEXURE-G**

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_20\_\_.

Name

Company

Signature

**ANNEXURE-H**

**TECHNICAL BID FORMAT**  
**TABLE-I**

<b>SI. No.</b>	<b>Description</b>	<b>Please Fill</b>
1	Name of the Firm (Bidder)	
2	Address of the Firm (Registered Office)	
3	Name of Contact Person	
4	Contact Numbers	
5	Fax No., if any	
6	Email ID	

**TABLE-2**

<b>SI. No.</b>	<b>Description</b>	<b>YES / NO</b>	<b>Remarks</b>
1	Earnest Money Deposit (EMD)		EFT Details.....
2	Tender Document Cost, if applicable		EFT Details.....
3	Signed and stamped copy of tender documents		Signed and stamped Copy of all pages (all sections) of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender
4	Un-Priced bid ( <i>Price bid format without prices</i> )		Signed and stamped copy Blank price bid to be submitted
5	Documents against Qualifying Requirements		Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed
6	Authorization for signing Tender Documents		Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm
7	Signed and stamped copies of all Annexures		Signed and stamped Copies of all Annexures A, B, C & D (D if applicable) to be submitted on firm's letter head
8	PF Code Number		Copy of the Certificate to be enclosed
9	ESI Code Number		Copy of the Certificate to be enclosed
10	PAN Number		Copy of the PAN Card to be enclosed
11	Income Tax Return ( <i>of last 3 yrs i.e. FY 21-22, 20-21 &amp; 19-20</i> )		Copy of the ITR to be enclosed
12	GSTN No. & State Code		Copy of the Certificate to be enclosed
13	Validity of Offer		90 days from the date of tender Opening

*Please mention "NA" if not applicable.*

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.



**ANNEXURE-I**

**INDEMNITY BOND**

THIS INDENTURE made this \_\_\_\_\_ (Date) between M/s \_\_\_\_\_ (hereinafter called the 'Contractor' which expression shall, where the context or implies, be deemed to include their executors, administrators, legal heirs and assigns) as ONE PART and FSIP Bharat Heavy Electricals Limited (a Government of India Undertaking) company having its registered office at B.H.E.L. House, Siri Fort New Delhi-110049 (hereinafter called 'The Company' which expression shall, where the next so admits or implies, be seemed to include its succession in office and assigns) as the OTHER PART.

WHEREAS by \_\_\_\_\_ (Work Order No. & Date) issued by the Company which has been accepted by the contractor (hereinafter called "The said agreement") the Contractor has inter alias agreed to execute and perform the work \_\_\_\_\_ (Description of work).

The Contractor will have to indemnify BHEL against:

- a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
- b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

Witness:

1. \_\_\_\_\_
2. \_\_\_\_\_

(Seal & Signed of Contractor)

Date:



**Annexure-J**

***(to be made on Bidder's letter head)***

Letter head of Company Ref..... Date.....

To,

BHEL FSIP  
Jagdishpur

Subject: - DECLARATION REGARDING LAND BORDER Reference

Bid No.: Name of Package: .....

Dear Sir,

This has reference to: -

1. Our Offer for Supply of ..... (Package name) for ..... (Project Name) against Tender No.: ..... Dated .....
2. Order (Public procurement no 04) dated 23.02.2023 reg. restriction under rule 144 (xi) of GFR issued by Ministry of Finance, Department of Expenditure Public Procurement Division.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s..... is not from such a country. I hereby certify that M/s ..... fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]" (strike off the non-applicable clause)

or,

I certify that M/s..... has been registered with the Competent Authority. I hereby certify that ..... this fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]" (strike off the non-applicable clause)

Thanking you, Yours truly ..... (firm name)



**Annexure-K**

*(to be made on Bidder's letter head)*

**Make in India (Model Certificate)**

**Self-Declaration**

Tender Enquiry No.....  
Tender Enquiry Date.....

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 29.05-2019 and 04.06.2020.

I / We hereby declare that I / We are a “Local Supplier” meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.  
Street / Address 1  
Street / Address 2  
District  
State  
Country  
PIN Code

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

## SECTION II

### **SPECIAL TERMS AND CONDITIONS**

*(The 'Special Terms and Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Conditions')*

#### **A. QUALIFYING CRITERIA:**

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed
<b>A. Pre-Qualification Requirements:</b>		
1.	<p>Contractor should have experience of having carried out "Cleaning Services or similar works in any industry or other commercial establishments". Similar work shall include "manpower services for cleaning or housekeeping works" during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following:</p> <p>(a) Three completed/executed works each costing not less than the amount equal to <b>Rs 3.61 Lakhs</b>.  <b>OR</b>  (b) Two completed/executed works each costing not less than the amount equal to <b>Rs 4.51 Lakhs</b>.  <b>OR</b>  (c) One completed/executed work costing not less than the amount equal to <b>Rs 7.21 Lakhs</b>.</p> <p>Copy of such work orders and performance report/completion certificate/inspection clearance report/other equivalent document issued by customer for successful execution of the order is to be submitted. The value of work executed against a framework agreement shall be considered as one completed/executed order.</p> <p>In case of experience in other than BHEL, TDS Certificate from customer shall also be furnished.</p>	Yes/No
2	<p>Average Annual Financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year (i.e. FY 2019-20, 2020-21 &amp; 2021-22) should be <b>Rs. 2.70 Lakhs</b>.</p> <p>Audited Profit &amp; loss account and balance sheet to be submitted for FY 2019-20, 2020-21 &amp; 2021-22.</p> <p>In case turnover is less than threshold limit as per section 44AB of applicable Finance Act, in that case unaudited Profit &amp; loss account, balance sheet along with turnover certificate for said 3 years duly certified by Chartered Accountants to be submitted.</p>	Yes/No

BHEL reserves the right to verify the documents submitted by the contractor.

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.

**B. OTHER TERMS AND CONDITIONS:**

**1.0 SCOPE OF WORK:**

**Garbage Disposal on regular basis as per schedule.**

Item No.	Description	Total Qty.	Min Monthly Labour
1	Routine door to door collection of garbage from IP Township ( A type, B Type, C Type, D type, ET Hostel, WH Quarter, WWH Quarter, Hospital, Shopping Centre, BHEL House, ET Mess, Guest House, Barrack, Community Centre, Temple, Nursery School & KV) complete on daily basis.	12 months	84 labour per month (Daily Deployment will be as per engineer incharge )
2	Disposal of garbage & other waste materials from BHEL Township to dumping ground in/outside of I.A. Jagdishpur (Approx 5 km lead)	640 Trips of trolleys	--NA---

**Note:**

1. For garbage disposal, Tractor and trolley with driver and fuel shall be arranged by the contractor.
2. Before disposal of garbage, segregation of waste bio degradable and non-bio degradable has to be done in specified allocated position in township.
3. Contractor will have to ensure maintaining hygienic conditions to the satisfaction of BHEL. (On failure to do so BHEL shall take suitable action as per conditions of contract).

**2.0 TIME SCHEDULE:**

- 2.1 The contractor is required to commence the work as per letter of intent (LOI) / Work order or as intimated by BHEL.
- 2.2 The duration of this normal works contract for routine cleaning services shall be 12 (Twelve) Month. The date of start of work shall be taken as given in Letter of Intent / Work Order.

**3.0 PRICE:**

- 3.1 **Price quoted shall be fixed and not subject to any escalation** whatsoever during the period of execution of the Contract including the extended period, if any.
- 3.2 No price variation /over-run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.



#### 4.0 RATE SCHEDULE CUM BOQ:

Quantities mentioned in the rate schedules are approximate only and liable for variation both on positive and negative sides. The tentative contract value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.

#### 5.0 VARIATION IN SCOPE OF WORK / DEVIATION LIMIT:

BHEL reserves the right to add or delete items of scope of work depending upon the final requirement. For such addition or deletion the Contract value shall be adjusted based on the quoted unit price. Such variation is not expected to be more than +15% of the contract value. However, the quantities in the BOQ are tentative which may vary or deviate upto any limit provided the contract value is limited to +15%. The price quoted by the Contractor shall be valid for such variation.

#### 6.0 GST:

- 6.1 Contractor's price/ rates shall be exclusive of GST.
- 6.2 Contractor shall deposit the GST (as applicable) with the concerned tax authorities, such amount will be paid by BHEL. Contractor shall submit to BHEL documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities.

#### 7.0 INCOME TAX:

Income Tax at the prevailing rate on gross value of work done and applicable surcharge and education cess shall be deducted from the running bills as per relevant rules unless exempted by the Income Tax Authorities.

#### 8.0 TERMS OF PAYMENT:

- 8.1 Payment shall be made to the Contractor through **monthly RA bills** based on quantities executed as per Bill of Quantity & Price Schedule after verification of the Engineer-in-charge.
- 8.2 The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor and BHEL representative.
- 8.3 All payments shall be released through electronic-pay mode only.
- 8.4 From the amount payable, recovery such as advances, security deposit, taxes etc. would be made.
- 8.5 Service tax, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate
- 8.6 The abstract of the measurements and RA bill shall be entered in BHEL Measurement Book and signed and dated by both parties.
- 8.7 In case any amount is withheld by BHEL during course of execution of work on account of non-compliance of contract requirement, the same shall be recovered / released from the

contractors bills as deemed fit by the engineer-in-charge of BHEL and the decision of engineer-in-charge shall be final in this regard and binding on the contractor

8.8 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

#### 9.0 Deduction applicable:

In case of non-performance (in part or full) by the contractor, deductions worked out based on % work done as per activity chart (Annexure-L) shall be made.

#### 10.0 GENERAL GUIDELINES TO CONTRACTOR FOR CLEANING WORK:

- i. Cleaning should be carried out in such a manner that all premises look always clean. All necessary Cleaning equipment and consumables which are required to be used to carry out the cleaning work effectively shall be in the scope of the contractor
- ii. The contractor shall be responsible for providing workers in adequate number for satisfactory execution of work as per Scope of work (Clause 1.0 above). The Contractor shall maintain the attendance register for all the staff.
- iii. In case of any absence / leave by the manpower deployed, it shall be the responsibility of the contractor to arrange a substitute staff (well in advance) with information of BHEL. In no case the work should be hampered on account of absence by manpower deployed.
- iv. If BHEL feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- v. It shall be the responsibility of the Contractor to arrange all the consumables, equipment and any other materials relating to the cleaning work of standard quality and maintain hygienic conditions.
- vi. The contractor will start work in BHEL premises. Date of start shall be intimated by BHEL.
- vii. All the workers should be provided with uniform & identity cards by the contractors. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition. Safety shoes, hand gloves & facemasks shall be integral part of uniform as safety item.
- viii. The contractor will maintain daily log book/ activity sheet with BHEL's prescribed format and will get it verified by the BHEL representative on daily basis. The contractor shall take a certificate from the respective officer in-charge regarding performance each month for having finished cleanliness job satisfactorily and successfully.
- ix. In the event of unsatisfactory performance or non-compliance of any of the Terms and Conditions of the contract by the contractor, BHEL shall have right to terminate the contract.
- x. The contractor shall follow all safety measures for carrying work at heights (arrangement for all safety equipment like ropes, harness etc. will be in scope of contractor), handling chemical cleaning agents/ acids etc. as per Labor Laws.
- xi. BHEL shall provide free water and electricity (as required) at the cleaning work site.
- xii. Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside BHEL premises during the period of contract.

- xiii. The persons employed by the Contractor in respect of work will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- xiv. This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement

#### **11.0 OTHER COMPLIANCES TO BE OBSERVED BY THE CONTRACTOR:**

- i. The contractor shall take necessary precautions for the safety of his workmen.
- ii. The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same. The decision of Engineer in charge is such case shall be final and binding on contractor.
- iii. The contractor will follow all safety rules required in connection with execution of such type of works.
- iv. The contractor will have to get his workman insured at his cost.
- v. The contractor shall make his own arrangement for his residing the supervisor near by the township for execution / interest of work. If available, the BHEL can provide the accommodation at commercial rent (electric charger and water charge extra) as per rule.
- vi. The Workman Compensation Act, its implications, licensing and liabilities of Minimum Wages Act and Minimum Wages as per BHEL rules will be entirely the responsibility of the contractor.
- vii. The workers should be trained enough for the work and should be engaged on approval of the engineer -in charge.
- viii. No minor worker will be allowed to work
- ix. The contractor shall be wholly responsible for the behavior of his workmen with the office staff and with the residents of the township.
- x. Contractor will have to ensure that the work places are entirely cleaned.
- xi. The contractor has to segregate the organic, inorganic and plastic waste and has to dispose of in line with solid waste management rule. The contractor has to keep record off the waste disposal.
- xii. In case any time contractor fails to arrange the work BHEL will deduct the expenses to make alternate arrangement for the same.

#### **12.0 PENALTY FOR DELAY**

In case of non-performance (in part or full) by the contractor, **deductions worked out based on % work done as per activity chart (Annexure-L) shall be made**. The deduction will be additional 20% of the non-executed work done as per activity chart subject to a maximum of 10% of the awarded/extended value, without BHEL being required to establish and prove the actual loss /damage suffered by BHEL on account of such delay.

#### **13.0 EVALUATION:**

Evaluation to be carried out on overall basis.

#### 14.0 BoQ cum Price Bid Schedule:

<b><u>Bill of Quantity &amp; Price Schedule</u></b>						
<b>Tender Inviting Authority:</b>						
<b>Name of Work :</b> Works Contract for Routine Disposal of Garbage from IP Township area on regular basis.						
<b>Tender Enquiry No:</b>						
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Total Qty (A)</b>	<b>Quoted rate (In Rs)</b>	<b>Total Price Excluding GST In Figure (C) = (A)*(B)</b>	<b>Total Price Excluding GST In Words</b>
1	Routine door to door collection of garbage from IP Township ( A type, B Type, C Type, D type, ET Hostel, WH Quarter, WWH Quarter, Hospital, Shopping Centre, BHEL House, ET Mess, Guest House, Barrack, Community Centre, Temple, Nursery School & KV) complete on daily basis	Month s	12	Unit Rate/Month for Item No.1 & Unit rate/trip for Item No.2 Excluding GST (B)	0	
2	<b>Disposal of garbage &amp; other waste materials</b> to dumping ground in/outside of I.A. Jagdishpur (approx 5 km lead)	Nos. of trip	640		0	
<b>Total Amount for item (1+2) Excluding GST(In Rs)</b>					<b>0</b>	
<b><u>Note:</u></b>						
<b>1. Bidder to quote prices excluding GST</b> <b>2. Price quoted shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.</b>						

#### 15.0 COMPLETION CERTIFICATES/ NOC FROM LOCAL STATUTORY BODIES:

If required, contractor has to arrange at his own cost building/ work completion certificates from the local statutory bodies. However, any fees required for obtaining such NOCs shall be paid by BHEL on production of relevant depository challans/ receipts from such Govt. authorities.

**C. FINALIZATION OF TENDER:** “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

**D.** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.

**E.** In case, any GST credit is delayed/denied to BHEL for any reasons not attributable to BHEL, such tax amount shall be recoverable from the vendor/contractor along with interest levied/ leviable on BHEL.

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

**G.** First bill of the contract shall be vetted by HSE for compliance of safety guidelines as per terms and conditions of Work Order.

**H.** Payment Timeline shall be applicable as below:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

**I. Evaluation of Offer:** Bidder’s offer shall be evaluated on “Total cost of the package to BHEL for purpose of arriving at L1”.

**J. Distribution/No. of contractor required:** Single contractor.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
फैब्रिकेशन, स्टैम्पिंग एन्ड इंसुलेटर प्लांट  
**Fabrication, Stamping & Insulator Plant (FSIP)**  
जगदीशपुर / Jagdishpur

## **Annexure-L**

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We hereby accepted above  
(Signature & seal of bidder)



### Techno-commercial Deviation Sheet

TENDER ENQUIRY NO & DATE:

WORK DESCRIPTION:

DUE DATE OF OPENING:

**Mention any deviations from Tender enquiry if any, else mention “No deviation “)**

We hereby confirm that except for above, there are no other Deviations from all terms and conditions mentioned in Tender documents.

Signature of Authorized

Representative /Bidder

Name:

Designation:

Date:

Name of Organization