



Bharat Heavy Electricals Limited, Bhopal

Logistics Department

NIT Ref : LGX / RC / E-00438

1. NAME OF WORK: Rate contract for Loading / Unloading / Stacking / Carriage of loose wood / planks / ply- boards etc . Salvaging of Scrap wood & Scrap G.I. Sheets in packing - shed / godown / warehouses inside Factory Area.

Sealed tenders are invited in TWO PART BID SYSTEM from the bidders, who have worked as Labour Contractor in BHEL/PSU/Govt./Semi-Govt./ reputed Public / Private Limited Company (preferably large organizations) having valid Gumashta Certificate and / or Labour license, Registration No., PF, ESI, PAN No. and GST Regn. No. etc

2. Scope of Work :

- a. Unloading / loading, carriage of loose wood, plank & ply boards etc. and stacking in packing-shed area /godown / warehouses.
- b. Loading and carriage of loose wood, plank & ply boards etc from packing-shed / godown area to warehouses of different blocks. (Appx. Distance 1.25 km.)
- c. Salvaging of scrap wood and scrap G.I. Sheets in packing- shed / godown / warehouses inside factory area. Scope of work will be as per the instructions of engineer / officer in- charge.
- d. Collection of scrap wood and G.I. Sheet from scrap yard or from scrap bins of different blocks/ warehouse/roadside.
- e. The different sizes of wood sections above 900 mm length in good condition and stacked properly will be treated as salvaged wood for work measurement.
- f. The different sizes of GI sheets properly stacked after weighment will be treated as salvaged GI for work measurement.
- g. BHEL will facilitate truck/tractor, trolley etc. for internal movement of salvaged material.
- h. The Contractor shall use its own tools and tackles required for execution of work.
- i. Housekeeping of work area and any other related work as required and advised by BHEL supervisor for satisfactory Salvaging of Wood & GI sheet.

3. Terms and Conditions

3.1 The tenderer shall submit PART-I (TECHNO-COMMERCIAL BID) and PART-II (PRICE BID) in separate sealed envelopes superscribed with NIT Reference and Due date of submission. Both the sealed envelopes should be kept in third large envelope, clearly superscribed with NIT Reference and Due date of Submission. Place of tender submission will be "Tender room, Adm Building, Ground Floor, BHEL Bhopal"

PART - I Techno- Commercial Bid.

a) Terms & Conditions of Rate Contract should be signed and sealed on each page by the tenderer as confirmation of their acceptance.

b) **PRE - QUALIFYING REQUIREMENTS & CRITERIA (PQRC) Check-List (ANNEXURE-I).**

The Techno-Commercial Bid contains 'Pre-Qualifying Requirements & Criteria (PQRC)' check-list duly filled up and completed in all respect along with relevant documents as per Annexure-I.

c) **EARNEST MONEY DEPOSIT (EMD)** : EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. The tenderer is required to deposit an EMD of **Rs. 20,917/=(Rupees Twenty Thousand Nine Hundred Seventeen only).**



OR

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

OR

EMD may be accepted in following forms :

Cash deposit as permissible under the extant Income Tax Act. Banker's Cheque/ Pay Order/ Demand draft, in favour of BHEL. EMD can also be accepted in the form of 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). In addition to the above, EMD amount in excess of Rs 02 Lakhs may also be accepted in the form of Bank Guarantee as per BG proforma of BHEL from scheduled bank. The Bank guarantee in such cases shall be valid for at least 06 months.

- 1) EMD is to be furnished through e-Mode (ie NEFT / RTGS / Net Banking / PoS / SBI Collect etc.) only. The following link to be followed for SB Collect platform: <https://www.bhelbpl.co.in/qcins/iccs.htm>. Bank details of BHEL / Bhopal : as per "Annexure – A".
- 2) EMD by the Tenderer will be forfeited as per NIT conditions if:
 - a. After opening the tender, and within the offer validity period, the tenderer revokes 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 specified period as per LOI / Work Order.
- 3) EMD given by all unsuccessful tenderers will be refunded normally within fifteen days of award of work.
- 4) EMD shall not carry any interest.
- 5) EMD of successful tenderer will be retained as part of Security Deposit.
- 6) The tender submitted without a proof of payment of EMD shall not be considered at all for evaluation and shall be treated as null & void.

MSE contractor (s) / vendor (s) are exempted from submission of EMD subjected to submission of proper credentials i.e. valid Udyam Registration certificate etc..

PART -II Price Bid (Annexure -II)

Tenderer shall quote their rate in figure and words clearly in the prescribed '**Schedule of Rates**'. In case of any dispute, rate quoted in words will be considered. The rate should be quoted exclusive of GST. GST applicable is payable separately over and above the rates indicated by the contractor on production of copy of GST Regn No.

4. The period of above works will be **10 months** from the date of awarding of contract. The work shall be awarded to one single party (L-1), based on total business volume (total of three items as per Annexure-II) subject to acceptance of L1 rate of each item separately by the overall L-1 Party.
5. The bidder shall quote the rate after visiting the working place and considering the cost of all tools & tackles required for execution of work. The conditional tender is not accepted in general.



6. The rate quoted shall be valid for 90 days from the date of price bid opening. The rates shall remain firm and no escalation shall be permitted during the tenure of the contract period. Payment to the contractor shall not be linked with number of workers deployed/absent, increase in rate of DA etc.
7. The quantity mentioned in the "Schedule of Rate" may vary depending upon incoming material and requirement. In case of necessity the contract may be extended with mutual agreement with same rates and terms & conditions of the contract. BHEL reserves the right to extend the contract for a period of three months on the existing terms and conditions. BHEL reserve the right to split and award the work as it decides and decision of BHEL shall be final and binding to the tenderers. BHEL reserves the right to short close or terminate the contract at its discretion at any time. In addition to all above terms & general condition/statutory instructions/Compliance as per work on job contract basis prevailing in the unit shall be applicable as in Annexure-III and IV attached herewith.

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

- 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 upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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

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

8.2 Mode of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value shall be furnished through e-Mode (ie NEFT / RTGS / Net Banking / PoS / SB Collect etc.) only. The following link to be followed for SB Collect platform :<https://www.bhelbpl.co.in/qcins/iccs.htm> .

Bank details of BHEL / Bhopal : as per "Annexure – A".

Alternatively

The security deposit amount shall be accepted in the following modes of deposit also :

- i) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- ii) 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).
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection).

8.3 Collection of Security Deposit:

At least 50% of the required Security Deposit, including the EMD, shall be collected within 15 days. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the



amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. In case of small value contracts not exceeding 20 lakhs, BHEL will have discretion then work can be allowed to be started before the required Security Deposit collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.

Vendors/ Contractors must provide the BG from banks which are already SFMS Compliant. If vendor's/ Contractors banks are not SFMS Compliant, a declaration from bank is required.

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

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

8.5 The Security Deposit shall not carry any interest.

8.6 Contract Agreement: Successful Bidder has to enter into contract agreement on Non-Judicial stamp paper of Rs. 500/- within 15 days of the award of the contract.

9. GST LAW

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

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

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

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

9.3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.

9.3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.

9.3.3 Receipt of goods/services and Tax Invoice by BHEL and.

9.3.4 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity. GST portion of the final invoice shall be released on availment of ITC by BHEL.



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

Reverse Charge under GST

9.5A In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

9.5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

10. Payment Terms :- Payment to the Contractor, as per the standard practice, shall be normally, be released within 45 days (for MSME)/ 60 days (in case of others) after the submission of bill by the contractor to the department.

11. Liquidated Damage/Penalty

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

Tax Deduction at source

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

13. PENALTY : Penalty upto a maximum of 10% of the Work Order value shall be imposed. In case the contractor fails to complete the work allotted (in Cu-Mtr/ kg) on per day basis by the Packing Shed In-Charge to the tune of 10% of the value of work allotted that day.

Any loss caused to BHEL due to non-compliance of GST by the contractor shall be deducted from the Contractor's account.

14. ARBITRATION.

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Bhopal (PI incorporate the name of the place where the Principle Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the



arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

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

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

15. JURISDICTION:-

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

16. The tenderer are expected to have read & understood the condition prior to quoting their rate and no claim subsequent to submission of tender shall be entertained. Guideline of works policy 2016 will be referred for any dispute.

17. All the pages of tender documents shall be signed by the bidder affixing their seal as acceptance of the conditions.

18. Compensation in case of death / Permanent incapacitation of person :-

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

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

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



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

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

Notes:

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

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

- 20. Force Majeure :** Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

- 21. Risk & Cost:** If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL".

AGM (Logistics)



Annexure-I

Pre-Qualifying Requirements & Criteria**(PQRC Check List)****(NIT Ref . : LGX/RC/E-00438)****1. EXPERIENCE**

Experience of having successfully completed works of Salvaging of wood / GI sheets ; OR Loading / Unloading / Packing / Manufacturing work of Loose Wood / Wooden Planks / Wooden Boxes etc. during last 7 years ending 30th September 2021 should be either of the following: -

a. Three successfully completed works of Salvaging of wood / GI sheets ; OR Loading /Unloading / Packing / Manufacturing work of Loose Wood / Wooden Planks / Wooden Boxes etc. costing not less than **Rs. 4.18 Lakhs.**

or

b. Two successfully completed works of Salvaging of wood / GI sheets ; OR Loading /Unloading / Packing / Manufacturing work of Loose Wood / Wooden Planks / Wooden Boxes etc. costing not less than **Rs. 5.23 Lakhs.**

or

c. One successfully completed works of Salvaging of wood / GI sheets / Loading /Unloading / Packing / Manufacturing work of Loose Wood / Wooden Planks / Wooden Boxes etc. not less than **Rs. 8.37 Lakhs.**

Documentary evidence for experience to be submitted as below :

- ii) Contractors who have worked or are working with BHEL for Salvaging of wood / GI sheets OR Loading /Unloading / Packing / Manufacturing work of Loose Wood / Wooden Planks / Wooden Boxes etc. should submit a copy of Work Order & Work Completion Certificate issued by BHEL upto the completed work order value.
- iii) Those contractors who have worked in other PSUs / Govt. / Semi-Govt. / reputed Public companies for Salvaging of wood / GI sheets / Loading /Unloading / Packing / Manufacturing work of Loose Wood / Wooden Planks / Wooden Boxes etc. should submit copy of Work Order and Work Completion Certificate clearly indicating Work Order Ref, Date, Duration of work and the nature of work done. The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document, responsibility lies with the bidder to get it verified to the full satisfaction of BHEL. Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.
- iv) For experience certificate of any Private organization, in addition to the requirements as in (ii) above , the Work Order and Work Completion Certificate must be supported by CA certification in "Form- I" below. (Experience upto 30th September 2021 will be considered).

2. Average Annual financial turnover (Min Rs. 3.14 lakhs)

Year	2017-18	2018-19	2019-20	Average
Turnover Rs lakhs				

Enclose copy of audited balance sheet/ profit & loss account for each year.



3. P.F. Registration No. (enclose evidence)

4. ESI Registration No. (enclose evidence)

5. Valid Gumashta Certificate / or Labour License No. (enclose evidence)

6. PAN No. (enclose evidence)

7. GST Regn.NO. (enclose evidence)

- 8. Evidence of deposition of EMD amount.**

OR

ONE TIME EMD of Rs.5(Five)Lakh (for exemption from payment of EMD with each such tender in BHEL / Bhopal.) **in favour of BHEL / Bhopal, details as per “Annexure –A” is enclosed.**



FORM-I

We confirm that (contractor) M/S
.....has Completed work
relating to.....for
M/s.....vide Work Order
No.....dated.....and completion certificate
Ref.....dated.....

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

If any of the information given in Annexure-I above is found incorrect or false then BHEL may out-
rightly reject this offer and may also consider debarring us from participation in subsequent
tenders.

Signature & Seal of Bidder

Contractor"s Name :

Address :

Phone No. :

E-mail:



Details of the Contractor:

a) Name and address of the Firm:

Contact person

Vendor code (if already allotted by BHEL)

Phone/ Mobile No.

E-mail ID :-.....

b) Name and address of the proprietor/ Director/ partners:

c) Is any relative of tenderer employed in BHEL (Working or Retired) : Yes/ No
(If yes Furnish the detail)

Sl No.	Name	Staff no	Location / Area
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(Sign & Seal of Bidder)



Relaxation in PQR conditions for MSMEs and startups.

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

CONDITIONS FOR START-UP COMPANIES.

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

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

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

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

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

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

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

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

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

Annexure-A

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल**

(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited, Bhopal

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED,

Details for receiving Bank Account for NEFT/RTGS payment.

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

Place: Bhopal

Date : 19-01-2016

Om
19/1/16
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
भोपाल
Signature & Seal
Branch Manager (Branch)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल

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

Banker Signature & Seal
31/1/16
SBIN-2917

**SCHEDULE OF RATES****Annexure II****(Description of work for obtaining Rate per unit)**

Item No.	Description	Business Volume/Qty	Rate in Rs per Unit (Exclusive of GST)
1	Salvaging of scrap wood and stacking in size.	1500 CuM	Rs.per Cubic Meter. In words: (Rupees.....).
2	Salvaging of Scrap GI Sheets and stacking safely after weighment.	2344 kg	Rs.per kg. In words: (Rupees.....).
3	Unloading/loading, carriage of loose wood, plank & ply boards etc. and stacking in packing shed area / godown /warehouses AND Loading and carriage of loose wood, plank & ply boards etc from packing shed/ godown area to warehouses of different blocks. (Appx. distance 1.25 km)	5708 CuM	Rs.per Cubic Meter. In words: (Rupees)

Notes :-

1. Quoted rate shall be firm and not subject to any variation/escalation on any account during the contract period. The quantity mentioned in the schedule of rates - Annexure-II, is indicative only and may vary depending upon work load and requirement of BHEL.
2. **The quoted percentage should be only upto 2 decimal places.** If any party quotes in more than two decimal places their bid shall be considered with two decimal places after decimal.
3. The GST, as applicable, shall be paid extra, as per the Govt. rules. Any loss/delay in Tax credit due to the reason attributable to the contractors shall be recovered from them along with interest.
4. Price shall be quoted by bidders excluding Bonus. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs/per hr / per day as applicable. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL
5. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid else the bid shall be liable for rejection. The firm should take care to fill up the rate, it should be legible and should be in the price bid provided with tender documents or else the bid shall be liable for rejection. No claim of confusion, unawareness etc shall be entertained after opening of bids.
6. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders (s) or their respective representative(s). Ranking will be done accordingly BHEL's decision in such situations shall be final and binding.
7. Volume of wood in CuM. shall be measured and GI Sheet in Kg. shall be weighed for payment purpose. Stacking as per existing system and instructions of the supervisor.
8. Price bid will be evaluated on the basis of total quoted business value for entire scope of all items subject to acceptance of L1 rates of each item separately by the overall L1 party. All other Terms and Conditions shall be as per **NIT Ref : LGX / RC / E-00438.**

Date :**Seal & Signature of Bidder**



Annexure-III

INSTRUCTIONS TO CONTRACTORS

**STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY
UNDER WORKS CONTRACT**

Ø 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.

Ø The contractor shall maintain regular contact with the designated employee(s) of BHEL and

 Il interact on matters relating to the work awarded under this contract.

Ø 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 without prior written permission.

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

Ø Contractor shall obtain Police Verification of all his workers.

Ø Contractor shall submit following Certificate for each contract separately.

“It is certified that PF/ESI challans of the amount -----(in words -----

-----)pertains to my workers, whose names are appearing in the wage sheet of the month _____20____ and these workers are engaged in

_____ (type of work) against work Work order no. _____ in

_____ (name of department).

Signature of Contractor



PAYMENT OF WAGES

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

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

SAFETY AND DISCIPLINARY ACTION

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

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

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

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

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

Ø Contractor shall fully comply provisions of various applicable labour laws

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

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

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

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

COMPLIANCE OF STATUTORY PROVISIONS



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

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

**STATUTORY INSTRUCTIONS TO CONTRACTOR (To
be ensured by contracting dept.)**

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

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



2.0 CONTRACTOR CONTRACT SHALL ENSURE FOLLOWING WHILE EXECUTING

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as by additional wages recommended BHEL through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

3.0 PAYMENT OF WAGES ACT

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

4.0 ON COMPLETION OF WORK

Submit PF & inspection report

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

- Deployment of full time supervisor is a must for the contractor . Supervisor shall ensure that the work is done in a proper manner in time and all the safety measures are taken care of. During Over-Time working the supervisor will ensure the capability of the worker for overtime. Rules put forth by Contract Labour Cell (CLC of BHEL / HR department must be followed as regards the overtime.
- Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications / drawings / quality plan. There shall be no interference or intervention whatsoever by BHEL.
- Contractor shall supervise the work allotted to him and to be carried out by his employees.
- Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- Contractor should issue appropriate Appointment letter to his employees.
- Contractor to provide employment card/ Identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate his name, place of work and duration of validity of card.
- Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the contractor may discharge his employees after making payment towards retrenchment compensation under EPF & MP Act, ESI Act etc.
- Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- Over and above the daily wage rate, payment shall be made for leave with wages.
- Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition



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

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

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

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

Wage slip shall be issued to each workman.

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

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

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

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

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

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



- Contractor to obtain license under CL(R&A) act, 1970. Towards supply of tools, tackles and materials
- Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor shall take insurance of his resources-man, material, equipments and tools & tackles.
- Contractor shall provide safety appliances & maintain the same at his own cost which may be required under the statute or otherwise.
- Contractor shall provide material at his account as mentioned in the contract to his employees for carrying out the job.

Towards Finance

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

Rights and obligations of the Principal Employer (BHEL)

- In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligation and rectify the deficiency/ anomaly within three days failing which BHEL reserves the right to impose penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

- ☐ Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the

contract without assigning any reason thereof by giving 30 days' notice in writing to the contractor.

- ☐ The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure

upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.