



TENDER DOCUMENT
(TECHNICAL BID FORMAT)
PART - A

Name of the work:

Disposal of debris from factory and townships 2019-20.



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1.0

NOTICE INVITING TENDER

Sealed bids are invited in single stage two part bid system for the following works as detailed below:

Sl. No.	Work Description	Tender Enquiry No. / Date	EMD (in Rs.)
1	Works Contract for Disposal of Debris from Factory & Township 2019-20	EP/ WEX/ 01 / 2019-20	Rs. 30,240/- (Rupees Thirty Thousand Two Forty Only.) NIL for NSIC Bidders.

Contract completion time : 12 months.

Cost of Tender documents : Rs. 100.00 (Rupees One Hundred only), if collected from WEX office.
(Free of cost if downloaded from BHEL website www.bhel.com (No fees for NSIC bidders)

Issue of tender documents : From 22.05.2019 onwards

Last date and time of Issue of tender documents : Up to 2-00 PM of 13.06.2019

Last date and time for submission of tender documents : Up to 2-30 PM of 13.06.2019

Date of opening of Technical Bid (Part – A) : 2-30 PM of 13.06.2019

Note :

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hours and 12.00 hours from WEX Department, BHEL-EPD, Bangalore – 560 012 by paying the prescribed tender fee of Rs.100/- only in cash through Pay in Slip issued by BHEL or a crossed demand draft in favor of BHEL payable at Bangalore.
2. Tender documents can also be downloaded from BHEL website i.e. www.bhel.com for free of cost.
3. In case tender documents are requested by post, BHEL-EPD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the contractors request nor receipt of tender documents by the contractor.
4. EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand draft or by EFT only.
5. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.
6. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.

Date – 13.05.2019

Name: Navit Mahajan
Designation: Sr. Engineer/ WEX
BHEL-EPD, Bangalore



1a. BID APPLICATION

To

Sr. Engineer – WEX
Bharat Heavy Electricals Limited
Electric & Photovoltaic Division,
IISc Post, Bangalore – 560 012

Dear Sir,

I / We hereby offer to carry out the work.....
Against Tender Enquiry No..... dated.....

I / We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | | | |
|-----|--------------------------------------|---|------------|
| 1. | Notice Inviting Tender | } | (Part – A) |
| 2. | Bid Application | | |
| 3. | Bid Questionnaire – A | | |
| 4. | Bid Questionnaire – B | | |
| 5. | Declaration by Bidder | | |
| 6. | Instructions to bidder | | |
| 7. | General terms and conditions | | |
| 8. | Specific terms and conditions | | |
| 9. | Evaluation of price bid | | |
| 10. | Scope of Work | | |
| 11. | Price Bid Format as per Schedule – A | | (Part – B) |

I / We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of independent ESI & PF Code and License under CL (R&A) Act.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Bidder
Date:



1b. BID QUESTIONNAIRE – A

Tender Enquiry No: -

Date:

Details of the Contractor

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Mobile Number & email address: (_____) (_____ @ _____ .com)

d) Is any contract being operated under the Yes / No

control of the bidder in BHEL.

(If yes furnish the details) :

<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
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1.

2.

3.

4.

e) Is any relative of bidder Yes / No
employed in BHEL

(If yes furnish the detail)

Name

Staff no

Location / Area

Signature of the Bidder

Date:



1c. **BID QUESTIONNAIRE - B:**

01	ESI Code No	
02	Declaration to be given for submission of Labour License under CL (R&A) Act No.	
03	PAN No.	
04	PF Code No	
05	GSTIN	
06	Banker's Name & Address	
07	Bank A/C No.	
08	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES/ NO
09	Details of Earnest Money Deposit (EMD): (EMD can be submitted either through DD or NEFT); Note:MSME / NSIC registered vendors Registered Vendors are exempted)	Bank Name: DD No.: Amount: Date:
10	If you are MSME/NSIC vendor, valid credentials to be submitted.	YES / NO / Not applicable
11	Pre-qualification Criteria: a) Vendors should have independent ESI and PF account for the workers to be involved in the work, copy of the same to be provided. b) Average Annual Financial turnover during the last 3 years ending 31 st March 2019, should be at least Rs. 5.35 Lakhs including GST. c) Work Experience as follows**: (i) Bidder must have carried out one similar nature work for a value of Rs. 14.27 Lakhs/- OR (ii) Bidder must have carried out two similar	Details provided YES / NO Details provided YES / NO



	<p>nature work for a value of Rs. 8.92* Lakhs/- OR (iii) Bidder must have carried out three similar nature work for a value of Rs. 7.13* Lakhs /-</p> <p>*The above mentioned values are inclusive of GST. **The above work experience must have acquired within last 7 years since 30th April, 2019.</p> <p>The definition of similar nature work is that the bidder must have carried out Works related to Disposal of Debris.</p>	Details provided YES / NO
12	The Contractor has to dispose the debris at a place designated for disposal by BBMP or similar body	Agreed/ Not Agreed
13	Any other comments	

Note:

- Strike out whichever is not applicable in the above table (YES/NO/Not applicable / Accepted/Not accepted)
- Photocopy in support of above wherever applicable should be attached.
- If vendor's reply is negative for Sl. No: 08,11, 12 then the bid is liable for rejection

I declare that I have read the tender document completely and have understood the scope of work and terms & conditions governing the contract. I agree to abide by the same and other terms & conditions and guidelines issued by BHEL during the course of execution of the work as per the contract.

Signature of the Bidder

Date:



1d. DECLARATION BY THE BIDDER

I, -----, aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labors who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Bidder]

Date :
Place :



2.0 INSTRUCTOINS TO BIDDER

2.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:

Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on 13th June 2019 at 2-30 pm)

Part 'B': Price Bid to be quoted as per Tender conditions in the schedule given by BHEL.

2.2 Part 'A' must be duly completed and sealed along with the undertaking in a separate envelope super scribed "**Tender Enquiry No. EP/ WEX/ 01/ 2019-20, dated: 11.05.2019, Part 'A' - Techno-commercial Bid**"

2.3 The bidder must not indicate the price or rate in the PART-A (Techno-commercial bid).

2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "**Tender Enquiry No. EP/ WEX/01/2019-20, Dated: 11.05.2019, Part 'B' – Price Bid**".

2.5 Tender documents consisting of Part 'A' & 'B' duly sealed in a separate envelope should be sealed in another envelope super scribed "**Tender Enquiry No. EP/ WEX/01/2019-20, Dated: 11.05.2019**, and should be deposited in the WEX - Tender Box kept at Reception so as to reach **on or before 14-30 Hrs Dt. 13.06.2019**. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on Dt.13.06.2019 at 14.30 hours** the same day in the presence of bidders or their representatives who are present for the tender opening. Bidders who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the bidders or their representative who are notified to attend the tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time.

2.6 The Techno Commercial Bid (Part - A) and general terms and conditions shall form part of Techno-commercial offer. **Each page should be duly signed by the bidder as a token of acceptance.**

2.7 Part 'B' – the price Bid (Schedule-A) should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. Part 'B' Price bid will be opened only in respect of those bidders who are qualified in Techno- Commercial Bid.

2.8 The bidder shall accept all the terms and conditions of the tender.

2.9 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.

2.10 Name of the bidder should be written or the contractors seal to be put on the sealed envelope.

2.11 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.

2.12 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.

2.13 For any further details required, tender issuing officer of BHEL/EPD, Bangalore may be contacted in person or through TELEPHONE NOS. **080-22182216**.

2.14 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is an effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.



- 2.15 **PRICE BID** - The bidders are required to submit their quotation for **all the items listed in Part "B" in the price bid format SCHEDULE-A** given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
- 2.16 The bidders should note that the Income Tax as applicable will be deducted from the bills of contractor.
- 2.17 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of price bid opening.
- 2.18 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.19 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 2.20 Successful bidders shall enter into an agreement on non-judicial stamp paper or of appropriate value as per State Stamp Act or Rs. 100/- whichever is more as a token of having accepted the rates, terms and conditions of the contract as per the Performa given by BHEL.
- 2.21 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.

3.0 GENERAL TERMS AND CONDITIONS

3.1 General.

- 3.1.1 Bidder should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. A copy of the license should be submitted along with the bid documents. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
- 3.1.2 Bidder should have independent ESI Employer code under ESI Act 1948, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.3 Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952, copy of the certificate to this effect shall be submitted along with the bid documents.
- 3.1.4 The bidder shall also mention the PAN Number issued by Income Tax Department, copy the PAN card or PAN number allotment letter shall be submitted along with the bid documents.
- 3.1.5 There should be no litigation or charge under investigation / enquiry / trial against the Bidder, or conviction in a court of law or suspended or blacklisted by any organization on any ground.
- 3.1.6 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.7 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.8 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
- 3.1.9 BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.

3.2 EARNEST MONEY DEPOSIT (EMD):

Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents. EMD is payable in Cash (as permissible under Income Tax Act) (before tender opening) , Pay order or Demand Draft favoring BHEL payable at Bangalore (along with Part A) , EFT credited in BHEL account(before tender opening), Fixed Deposit receipt (FDR) issued by Scheduled Bank/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of contractor, a/c BHEL). In addition to above, the EMD amount in excess of Rs. 2 Lakhs 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.

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

- i) 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.
- ii) The contractor fails to deposit the required security deposit or commence the work within the period as per Work Order/ Contract/ LOI.



- iii) NISC registered contractors are exempted from making EMD payment. Contractor submitting only Entrepreneur Memorandum II will not get benefit of NSIC.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extent "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work. EMD shall not carry any interest. EMD of successful tenderer will be retained as part of security deposit.

3.3 SECURITY DEPOSIT (SD):

3.3.1 Successful bidder has to submit Security deposit at a rate of 5% of the contract value before commencement of the work.

3.3.2 Security Deposit is accepted in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

(Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

3.3.3 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract awarded and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a six months after the date of expiry of the contract period subject to the contractor fulfilling all obligations and operations as required under the contract.

3.3.4 BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

3.4 STATUTORY REQUIREMENTS:

While quoting the rate, the bidders are advised to take note of minimum wages payable to workmen.

The bidder will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, GST, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, night shift working allowance, transport allowance etc. The Income Tax as applicable will be deducted from the bill of contractor.

The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.

- 3.4.1 The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.



- 3.4.2 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- 3.4.3 The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- 3.4.4 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
- 3.4.5 Each bidder will be required to maintain the daily attendance of his labors in the prescribed Proforma for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 3.4.6 The bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers as per the guidelines issued by BHEL time to time. Minimum prescribed bonus at present is 8.33% of Rs. 7000/- (Rupees seven thousand only) per month or minimum wages whichever is higher.
- 3.4.7 The bidder will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.5 MANPOWER

- 3.5.1 The contractor shall be responsible for safety of his laborers while they are engaged for work connected with BHEL contract. Contractor has to obtain work permit from Safety Officer while carrying out certain type of works such as digging, working at heights (above 3 meter), working in enclosed space etc., as per the directions of section-in-charge.
- 3.5.2 The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.3 The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BHEL.
- 3.5.4 The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.5 The bidder shall employ only such personnel who are medically fit. The company has right to direct the bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.6 Contractor shall not employ workmen who are less than 18 years of age.
- 3.5.7 Contractor has to ensure presence of his supervisor who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with designated BHEL officials.

3.6 FAILURE TO COMPLY WITH CONTRACT

3.6.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.

3.6.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any stoppage of production in any area of the plant due to the fault of the bidder, the bidder is liable to compensate the same.



3.6.3 In the event of any failure on the part of the bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the bidder.

3.6.4 The cancellation of contract may be either whole or part of the contract at BHEL's option. However the contractor shall continue to operate that part of contract which has not been terminated.

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

3.7 **L D CLAUSE**

Contract completion time is indicated in NIT. Bidders to confirm their acceptance for completing the work as specified. The successful bidder has to provide a schedule of activities indicating the period. Failure of the contractor to complete the work as agreed up on will attract liquidated damages (LD) at the rate 0.5% per week subject to a maximum 10%. For delay beyond 10 weeks, BHEL may at its discretion, cancel the contract and recover the damages including for delays from the security deposit and other out standings due to the contractor.

3.8 **PAYMENT TO THE CONTRACTOR**

Payment will be made by E – Payment only and for which the bidders are to provide the following information along with their offers in their letter head duly signed:

1. Bank Name, 2. Bank Address, 3. Bank Phone, 4. IFSC Code (NEFT), 5. Bank Account Number, 6. PAN, 7. GST Number, 8. E-mail ID, 9. Cancelled cheque. **(Contractor should fill the required EFT mandate form as enclosed herewith duly signed by the banker.)**
2. GST Portion of Invoice shall be released only after receipt of goods/services and Tax invoice by BHEL based on Confirmation of GST payment by vendor on GSTN portal.
3. For any reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied on BHEL by encashing BG (Bank Guarantee) or through security deposit or Invoice payment etc.

Payment Terms: Payment will be done after completion of stage-wise work in all respects and after submission of Running Bill as per the actual measurements recorded in Measurement book.

3.9 **SUB-CONTRACTING**

The contractor shall not sub-contract or transfer or assign the contract in full or in part or any part thereof to any other person or firm or company.

The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

3.10 **ARBITRATION & CONCILIATION**

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 contract 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 A to this Contract.

The Annexure A together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this Contract.

The Contractor agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure A to this Contract, from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure A with effect from the date as intimated by BHEL to it.

Refer to Annexure – A enclosed for the Conciliation clause to be agreed upon.



3.11 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document is indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

- 3.11.1 The contractor will not engage any child labour (i.e. any workers below the age of 18 years) and the contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment Letter to his Workmen.
- 3.11.2 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workman From XIII (Rule 75)
 - (iii) Employment card From XIV (Rule 76)
 - (iv) Service Certificate From XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. From – XXIV (Rule 82 (I) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- 3.11.3 The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 3.11.4 All the registered contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 3.11.5 EPD – Bangalore is a Notified Area under the provisions for ESI Act 1948, the contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.,) as per ESI Scheme from ESI authorities including Medical Benefit etc.,. The contractor shall arrange for filling of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 3.11.6 Workmen insured under ESI Act only shall be deployed in contract work.
- 3.11.7 The bidder shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 3.11.8 Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.11.9 The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
- 3.11.9.1 Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Chalan.
 - 3.11.9.2 Annual Return in Form 6A along with Form 3A.
- 3.11.10 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995



- (i) Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- (ii) Pass Book.
- (iii) Cash Book.
- (iv) Attendance.
- (v) Wage Register.

- 3.11.11 The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.
- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts.
- 3.11.12 In case of revision of Minimum Wage by the State Govt. after the award of work by BHEL, the contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.
- 3.11.13 The contractor shall maintain Form D as per Rule 5 of the PAYMENT OF BONUS ACT 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act.
- 3.11.14 Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3.11.15 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.
- 3.11.16 The contractor shall follow safety rules and regulations as per provisions of factories Act 1948 and rules at his own expense and arrange for safety provisions as appended to these conditions or rules framed by the government from time to time.
- 3.11.17 Security deposit money of contractor will be refunded only after expiry of (6) six months from the date of completion of the contract and Inspection report by ESI Authorities. In case any dues are claimed by the ESI Authorities, the dues of the contractor will be settled only after NOC from ESI Authorities
- 3.11.18 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 3.11.19 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 3.11.20 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No, PF No. and the workmen family member details.
- 3.11.21 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 3.11.22 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 3.11.23 The contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract.
- 3.11.24 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.



- 3.11.25 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be canceled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 3.11.26 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 3.11.27 During the currency of contract, if the contractor is awarded any other work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 3.11.28 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time the sum equivalent to the earnest money deposit as per BHEL Works Policy shall be forfeited as per the undertaking provided by bidders, after a week notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 3.11.29 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis as per the provisions of extant policies.
- 3.11.30 All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 3.11.31 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 3.11.32 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 3.11.33 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 3.11.34 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 3.11.35 BHEL officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor the seven days' notice in writing and the measurement of the work shall be made by the officer or his authorized representative at any time after due notice at the time of measurement to the contractor. When the payment is made to the contractor based on such measurement, whether or not the contractor or his agent was present at the time of measurement, he shall have no further claim against BHEL.
- 3.11.36 If applicable, you shall get registered and comply with the provisions of BOCW Act along with the allied rules and pay cess as per Cess Act along with allied rules.
- 3.11.36 if applicable, you shall also indemnify BHEL from all consequences/liabilities / penalties in case of non-compliance of the provisions of BOCW Act along with the allied rules and Cess Act along with allied rules.
- 3.11.37 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 3.11.38 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 of 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 proviso to Section 2(i) of the Employee's Compensation Act, 1923

4.0 **EVALUATION OF PRICE BID:**

- (i) Bidders have to quote the total price only. Item wise rates will be arrived based on the quantity and percentage allocation done for each item.
- (ii) Evaluation of the L-1 bidder shall be computed on overall basis for each work separately (Grand Total Price indicated in the schedule).
- (iii) In the event of two or more bidders becoming L1, the selection of the bidder for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 bidders.
- (iv) The rates quoted by the bidder should be workable and comply with all statutory requirements.

IMPORTANT NOTE:

- (v) No prices to be filled up in this format. All prices are to be filled up only in price bid.
- (vi) The commercial terms and all tax structure shall be given with Technical bid. Non – acceptance of our commercial terms may lead to rejection of your offer.
- (vii) During technical scrutiny, our Works engineering department may ask further clarification. The technical reply may be sent directly to the concerned person. But additional or revised price bid, if any due to technical changes or price negotiation must be sent in separate sealed cover to Works engineering department only.

5.0 **SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS.**

- 5.1 **Waste debris and garbage of approximately 4 to 12 cubic meter per day is generated from various sources, consisting of wet and dry clay, construction debris, waste woods, sweeping garbage and other garbage.**
- 5.2 **The waste materials and garbage shall be cleared on day to day basis from the waste storage bins located inside the plant, other designated places as per the instruction of officer in-charge. Accumulation of waste inside BHEL shall not be allowed. Bidders are requested to visit the plant premises for inspection and discussions for understanding the scope of work before submitting the quotation.**
- 5.3 **The waste materials in whatever condition i.e., be in dried/ wet condition; the same shall be cleared as soon as it is accumulated in bin/ or in the designated places.**
- 5.4 **The usable materials, metallic parts, sellable scrap materials, etc. if any lying in bin should be sorted out before loading waste debris into lorry.**
- 5.5 **Loading of waste materials should be, done in the presence of company security personnel and as per instruction of Engineer In charge. If accumulation of debris is more, contractor has to arrange lifting of debris by mechanical means enabling faster disposal.**
- 5.6 **All tools and equipment with workmen for loading and unloading for the above work have to be arranged by the contractor.**
- 5.7 **The work has to be carried out on all days including Sundays and other holiday between 06:00am to 06:00pm.**
- 5.8 **The contractor should bring lorry every day at 06:00am and report to rear gate security inspector and plan/ organize the work taking into account the security procedures/ coffee tea breaks/ lunch break etc.**
- 5.9 **The contractor should maintain a register showing the record of disposals. Signature of security and housekeeping personnel present during loading should be obtained for every load of disposal.**



- 5.10 The vehicle used for transportation shall have sufficient height of side covers to avoid spillage while transportation. While taking out the waste materials, the top of the lorry should be covered by tarpaulin/ mesh to prevent falling and spillage of materials.
- 5.11 Necessary safety appliances should be provided by the contractor to their workmen in consultation with section-in-charge and BHEL safety officer. The worker must wear safety shoes or gum boots, safety helmet and safety hand gloves during execution of work.
- 5.12 Any damage caused to men/ property of the company during course of execution of work, the charges for the same will be recovered from the security deposit and bills payable to the contractor.
- 5.13 In case the contractor is unable to remove waste debris in time, BHEL will remove the debris from some other party and the consequential charges will be debited to the contractor.
- 5.14 Contractor or any person authorized by the contractor must be available at the time of execution of work for supervising and taking instructions from the officer in charge.
- 5.15 The vehicle used for transportation of debris and garbage shall be in good and safe operating condition and shall have the following valid documents. Copy of the following shall be provided before commencement of work:
- (i) Vehicle registration certificate
 - (ii) Fitness certificate
 - (iii) Insurance
 - (iv) Valid driving license for the driver
 - (v) First Aid box
- 5.16 The quantities of disposal mentioned in Schedule 'A' (Part B) of tender is only approximate and may vary.
- 5.17
- 5.18 If the accumulation of debris is more to be disposed by manual means, the contractor has to arrange mechanical lifters like JCB excavator or any other lifters for immediate clearance of debris.
- 5.19 The tenure of the contract is initially for one year, however the contract may be extended till the completion of contracted quantity or for a further period of one year subject to performance and mutual acceptance of the rates, terms and conditions.

Note:

- i. Taxes and duties, if any, may be quoted separately at the space provided in Schedule – A (Price bid format), otherwise the rates quoted Schedule – A, will be considered as inclusive of all taxes and no additional claims in this regard will be entertained later.
- ii. Before quoting, the contractors are advised to meet the engineer-in-charge at Works Engineering Department of EPD, inspect the work spot and understand the scope of work clearly.
- iii. The rate quoted should be inclusive of all tools and all safety equipment.
- iv. The workmen deployed for the work must be covered under ESI & PF.
- v. Taxes and duties, if any, may be quoted separately at the space provided in Part B (Price bid format), otherwise the rates quoted Part B, will be considered as inclusive of all taxes and no additional claims in this regard will be entertained later.
- vi. Before quoting, the contractors are advised to meet the engineer-in-charge at Works Engineering Department of EPD, inspect the work spot and understand the scope of work clearly.
- vii. The rate quoted should be inclusive of all tools and all safety equipment/ PPEs of workmen/supervisors/site in charge.
- viii. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decided to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.



- ix. NON DISCLOSURE AGREEMENT: The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.
- x. Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part A in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency is observed in the above required documents or all required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.

6.0 **PRICE BID FORMAT**
Refer Schedule – A (Part – B)



7.0 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 of20 .

Name

Company

Signature

8.0 EFT Mandate (Annexure – I)

9.0 PRICE BID FORMAT

Refer Schedule – A (Part – B) (Annexure – II)



Annexure – I
Format for E-payment

To:

AGM (Finance)

BHEL-EPD/ Bengaluru
Opp. Indian Institute of Science
Prof. CNR Rao Circle
Bengaluru – 560093

Subject: E-payments vide RTGS/ NEFT.

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :
 Title/ Name of Account in the bank :
 Account Type (Saving/ Current) :
 Bank Account Number :
 Name and address of bank :

 Bank/ Branch contact person name :
 Bank. Branch phone numbers with STD code :
 Bank Branch MICR code :
 Bank Branch RTGS IFSC code :
 Bank Branch NEFT IFSC code :
 Your E-mail address :
 Name of the Authorized Signatory :
 Contact person Name :

I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,

For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that the account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.



SPECIAL ANNEXURE

Clause related to “Make in India”

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher and lower percentage of purchase preference and/ or local content in respect to this procurement, same shall be applicable.