

## Terms and Conditions

### **JOB CONTRACT FOR CE-MM**

**Tender Notice:** Sealed tenders are invited from reputed contractors having experience in works related to job contract of similar kind and magnitude with the provision of labourers complying with the labour laws.

1.0. Name of contract : Job contract for CE-MM Department.

1.1 **Scope of Work:** `Unloading of materials , Opening of boxes, Collection, movement of materials, Cleaning of materials/ sub-assemblies and miscellaneous work' as per the schedule I & J enclosed.

1.2 **Estimated value of contract:** Rs. 99,25,102 /- for Two year period.

1.3 **Duration of contract:** Proposed to award the contract for a **period of Two years** from the date of award of contract.

1.4 **It is proposed to award the contract as a single lot only.**

1.5 **Earnest Money Deposit (EMD):** All the tenders must be submitted with an **EMD of Rs. 1,98,500 /- (Rupees one lakh ninty eight thousand five hundred only)** in the form of DD obtained from any nationalized or scheduled bank, drawn in favour of BHEL EDN Bangalore along with Techno-Commercial bid.

**EMD paid online thro' SBI E COLLECT is also acceptable. A copy of payment receipt has to be attached along with techno- commercial bid. ( Refer page no.18 for instructions).Tenders without EMD by DD or online payment receipt will not be considered.**

**Micro and small enterprises ( MSE) are exempted from payment of EMD. These firms are required to furnish a copy of certificate from the concerned department for claiming the exemption with techno-commercial bid. ( Refer page no 19 format).**

EMD of unsuccessful tenderers will be refunded, without any interest, within 15 days from the date of award of contract. EMD of successful tenderer can be adjusted towards Security Deposit.

1.6 **Last date and time of submission of tender:** 20/11/2017; 1300 Hrs

1.7 **Date and time of opening of only techno-commercial bid:** 20/11/2017; 1330 Hrs

1.8 **Terms used and their meaning:** a) Tenderer/Bidder: Person (Individual or group of individuals) / Organisation (of any kind) who submits quotation against this tender. b) Contractor: Person (Individual or group of individuals) / Organisation (of any kind) on whom the contract is awarded based on this tender. c) BHEL EDN: Electronics Division of Bharat Heavy Electricals Limited, Bangalore 560026.

1.9 **Instructions to tenderers:**

Tender shall be submitted in two parts, i.e. (1) Techno-Commercial bid and (2) Price Bid.

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**Techno-Commercial bid** shall be submitted confirming acceptance to all the clauses indicated in this tender **along with EMD** and enclosures as required by the tender and any other which the tenderer wish to submit. Tenderers shall also sign each and every page of the tender document including the work instructions attached thereto and **Annexure 1** before submitting tender. No deviations / variations, to the clauses of the tender is acceptable. These are to be put in one sealed envelope and superscribed with tender reference and '**Techno-Commercial Bid**'(Page 1-22)

**Price Bid** as per the schedule of rates indicated under Schedule I & J together as given in **Annexure 2** duly filled, must be submitted in another separate sealed envelope superscribed with tender reference and 'Price Bid'. Price bid envelope must contain only the rates.(Page 23)

**Sealed envelope of both (1) Techno-Commercial bid and (2) Price bid must be put in a single sealed envelope and superscribed with tender reference and due date and must be dropped in Tender box marked with " Job contract at CE-MM Ref: EDN/JC/CE-MM/2017-19 " after identifying the box kept at the Reception area of BHEL EDN, Mysore Road, Bangalore 560026 within the specified date and time.**

Tenders should be addressed to:

**Manager – CE/MM-GI ,**  
**Electronics Division , BHEL,**  
**Mysore Road , Bangalore 560026**

**Phone No: 080 -26998004**

**Email id : rengarajr@bheledn.co.in**

The full name and address of the person to whom all the correspondences are to be addressed should be indicated, with telephone number/ mobile number (both office & residence), fax number and preferably email identification.

All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.

- 1.10 After evaluation of techno-commercial bid, the price bid of only those tenderers whose techno-commercial bids are accepted will be opened on a subsequent date, which will be intimated to the tenderers concerned in advance for witnessing of Price bid opening.
  - 1.11 Tenderer shall fill in all the required particulars in the blank spaces provided for this purpose in this tender document and also sign each and every page of this tender document before submission.
  - 1.12 All the entries in this Tender Documents should be in one ink. Erasing and overwritings are not permitted. Changes in entry, if any, shall be neatly cut & re-written with the signature of authorized person of the tenderer.
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- 1.13 In quoting their rates, the tenderers are advised to take into account all factors including any fluctuation in market rates. **No claim for the enhanced rate will be entertained on any account after submission of tender, after acceptance of the tender or during the contract period.** The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.
- 1.14 In the event of the tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner of the firm or by the person holding the power of attorney on behalf of the firm. In the later case, a copy of the power of attorney duly attested by notary, must accompany the tender.
- 1.15 If any information furnished by the tenderer is found to be false or misleading for creating conditions favourable for acceptance of the tender, such quotation will be liable for rejection. Influencing in any form in connection with the tender is strictly prohibited and the quotation of such tenderers who resort in influencing will be liable for rejection.
- 1.16 **The rates to be quoted by the tenderer shall be firm and shall cover all statutory levies payable by the tenderer including employer contributions such as ESI, PF etc** with respect to the employees who may be employed for the job and arising from various Acts passed by Parliament or by the State legislature and Rules framed thereunder. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that **no claim for enhancement of rates will be entertained on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of tender, or on any other ground.**
- 1.17 **Goods and Services Tax (GST):**  
BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.  
The Bidder shall mention Bidder's GSTIN number in all quotations and invoices submitted.  
The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.  
  
Invoice submitted should be in the format as specified under GST Laws viz.all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature—CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.  
  
Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.  
  
Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
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For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor alongwith interest levied/leviable on BHEL.

In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

- 1.18 The rates quoted shall remain valid for a period of three months from the date of opening of Techno-Commercial bid.
- 1.19 The rates in Schedule I & J should be quoted in figures as well as in words in Indian currency only, i.e Rupees and paise with reference to each item and for all the items shown. The rates shall include all taxes and duties payable on account of service tax on works contract etc and also expenses towards PF & ESI contributions. **Rates quoted for each activity should be excluding GST. Indicate the GST percentage separately.**
- 1.20 ***As a welfare measure towards his workers who may be deployed under this contract the tenderer must consider Rs. 30/- per day per person for Transport allowance and Rs.10/- per day per person towards Attendance Bonus and take it into account for the purpose of Estimate and the quoted rate shall be inclusive of the above incentives as well. Further, the Tenderer can also consider include Washing allowance @ Rs 75 per month per person.***
- 1.21 ***The tenderer shall take notice that workmen engaged under this contract shall be provided with 2 pairs of uniform per annum. 1 pair of shoe ( Warrior safety shoe with metallic Toecap) & 2 pairs of socks once during the contract period. 1 no.of toilet soap per person per month by the contractor , as per BHEL norms & terms , which will be reimbursed by BHEL against proof of issue in line with BHEL instruction in this regard, which will be communicated in writing separately. This shall be excluded in the unit rates. The cost of reimbursement is Rs.1,21,905 including of 5% service charges.GST payable Extra.***
- 1.22 **Non- conformities between the figures and words of the quoted prices:**
- (a) If, in the price structure quoted for the required services, there is discrepancy between the unit price and 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 unit price corrected accordingly.
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- (b) If there is an error in the total corresponding to the addition or subtraction of sub totals, the sub totals 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 figure shall prevail subject to (a) and (b) above.
  - (d) If there is such discrepancy in an offer, the same is to be conveyed to the bidder with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.
- 1.23 The tenderer must accept to carry out all the scope of work/activity as indicated in the schedule I&J and quote, which is essential criteria for evaluation of offers. Quote for partial activity will not be accepted.
- 1.24 For the purpose of ascertaining the total cost, unit rate only will be considered and the same is multiplied by the quantity against each activity to arrive at total. The lowest price bid (L1) would be arrived based on total amount of both the schedules I &J put together.
- 1.25 **BHEL reserves the right to go for Reverse auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com))** instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

**Bidders are advised to quote their best prices. In case BHEL decides not to conduct RA and go for price bid opening, fresh price bid will not be entertained.**

In the event BHEL go for RA then, those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit process compliance form” ( to the designated service provider) as well as Online sealed bid” in the Reverse Auction. Non-submission of “ process compliance form “ or “ Online sealed bid “ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors ( as available on [www.bhel.com](http://www.bhel.com))

If it is found that any bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors ( ad available on [www.bhel.com](http://www.bhel.com)).

- 1.26 Before submission of tender, the tenderers are necessarily advised to inspect the site of work and its environments and be well acquainted with the actual working
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and other prevailing conditions at BHEL EDN with respect to position of the materials and labour. In the mutual interest, it is further advised that before submitting their quotation, the tenderers should be well versed with Instruction to tenderers, Terms & Conditions of this tender, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The tenderer shall specifically note that it is tenderer's responsibility to provide any item, which is not specifically mentioned in the attached specification but necessary to complete the work.

- 1.27 Details and quantities of each item of work in the attached schedule are only approximate and are liable to variation without entitling the contractor any compensation provided the total contract value does not vary by more than 20% (twenty percent). The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the tenderer in the tender schedule attached. It shall not be based on number of persons deployed or any other criteria.
- 1.28 **Only those of the tenderers are eligible to quote who have carried out Job Contract satisfactorily one such job valued not less than 80% of estimated value (per annum) of this tender (i.e. for Rs.39.70 lakhs) or two such jobs each valued not less than 50% of estimated value (per annum) of this tender (i.e. for Rs. 24.81 lakhs each job) or three such jobs each valued not less than 40% of estimated value (per annum) of this tender (i.e. for Rs.19.85 lakhs each job) in the preceding 7 years. Copy of Completion certificate should be enclosed.**
- 1.29 Also, the average turnover of the tenderer of the last 3 years shall be not less than 30% of the estimated value (per annum) of this tender.
- 1.30 Tenderer shall note that normal working hours of BHEL EDN is from 07:30 A.M. to 04:36 P.M. from Monday to Friday & 07:30 A.M. to 12:30 P.M. on Saturdays. However, depending upon work load, the factory may operate on staggered shifts also. In case the normal working hours and weekly holiday changes during the contract period, the same shall be applicable to the contractor and his work force deployed.

### **2.0 Terms and Conditions:**

If the tenderer, his partner or relative where the tenderer is a private company, is related to any of the Board of Directors of BHEL or any employee of BHEL-EDN, Bangalore, the fact shall be informed in writing at the time of submission of tender. Failure to disclose this information will make the tender liable for rejection with consequential damage. If such fact of non disclosure comes to light subsequently, the contract will be cancelled in accordance with the relevant provisions of terms and conditions of the contract.

### **Contract Agreement and Security Deposit:**

The successful tenderer should execute a contract agreement with all terms and conditions as per this tender document on a non-judicial stamp paper of Rs.200/- denomination for proper execution of the contract and furnish a **Security Deposit for 5%** of the contract value which will be intimated later, valid for 30 months from the date of award of contract.

### **2.1 Security Deposit may be furnished in any one of the following forms:**

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- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL EDN Bangalore .
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.The Bank Guarantee format shall have the approval of BHEL EDN.
- iv) Fixed Deposit Receipt (FDR) 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 EDN.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kissan Vikas Patras etc., (held in the name of the contractor furnishing the security and duly endorsed/ hypothecated/ pledged , as applicable, in favour of BHEL-EDN)
- vi) **Atleast 50% of the required security deposit, including the EMD should be paid before start of the work.** Balance of the security deposit shall be recovered from the running bills @ 10 % from each of the running bills of the contractor till the total amount of the required security Deposit is collected.

Note: EMD of the successful tenderer shall be converted and adjusted against Security Deposit. The Security Deposit shall not carry any interest. Acceptance of Security Deposit against sl.no.iv) and v) above shall be subject to hypothecation or endorsement on the documents in favour of BHEL EDN. However, BHEL EDN shall 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.

- 2.2 The Security deposit will be forfeited in the event of breach of any of the terms and conditions of this contract by the Contractor.
- 2.3 The Security deposit will be released after satisfactory completion of the contract if NO LIABILITIES are established and on the Contractor rendering a No Demand and No Due Certificate from ESI & PF authorities and after adjusting any sums due to BHEL EDN or any other sister division of BHEL from the Contractor.
- 2.4 The payment will be made to the contractor on the basis of work carried out monthly basis on completion of job as per the quantity and unit of measurement. **No overtime (OT) payment or reimbursement for deploying workers of contractor beyond normal working hours will be made by BHEL EDN as the payment is on 'Unit Rate Basis'.**

**Payment Terms:** The monthly bill amount will be payable on the basis of quantum of work done based on unit rates & as certified by executive concerned of CE-MM of BHEL EDN normally within 30 days from the date of submission of bills. Bills should be submitted along with all necessary documents, challans for ESI /PF and returns etc., as applicable under contractor's statutory liability of this contract.

- 2.5 If the tenderer backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his EMD / Security Deposit will be forfeited and award of the contract will be cancelled.
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- 2.6 The tenderer shall furnish a solvency certificate for an amount of Rs.4,00,000/- ( Rupees Four lakhs only). [Refer Proforma].

**3.0 Contractor's Obligations:** On award of contract to the qualified and lowest tenderer, following are to be complied with.

Contractor shall decide the number of workmen required to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the schedule of activities, specification and as directed by authorized personnel of CE-MM in BHEL EDN.

- 3.1 Contractor is fully responsible for the work awarded to him.
- 3.2 Contractor shall supervise the work allotted to him and to be carried out by his workmen. The work shall be executed as per work instruction & to the satisfaction of authorized personnel of CE-MM.
- 3.3 Contractor to ensure that the employees deployed in the premises of BHEL EDN are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the job.
- 3.4 Contractor shall maintain appropriate records of his employees deployed to carry out the job. Contractor shall arrange Police verification of antecedents of the employees deployed by him in BHEL EDN.
- 3.5 Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of card.
- 3.6 Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- 3.7 Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any other employees to carry out the job nor shall sub-contract the job without prior written permission from BHEL EDN.
- 3.8 Contractor will be liable for any pilferage / loss to BHEL EDN due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with the contractor.
- 3.9 The contractor has to provide a distinct uniform for all of his employees deployed for executing the works, different from BHEL EDN employees. The uniform should have logo of the contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition.
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- 3.10 Wherever required, upon request of the contractor, BHEL EDN will provide job specific PPE's like mask, gloves & goggles etc. The contractor shall be responsible for enforcing all safety regulations as applicable, while undertaking the work tendered inside BHEL EDN.
- 3.11 **Out of the total Contract workers deployed, 1 person should possess valid four wheeler driving licence (LMV) with work experience for performing material handling activities with in factory premises and with BHEL EDN material handling equipments.**
- 3.12 Contractor to ensure that all precautions are taken for safety of his employees.
- 3.13 In the event of termination of contract by BHEL-EDN for any reason whatsoever, the contractor shall be responsible to withdraw all his employees from the establishment of BHEL EDN. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation. Information on such termination of employee should be intimated to BHEL EDN immediately and permissions given to such employee to enter and work in BHEL EDN should be revoked immediately. In such case, contractor shall arrange alternate employees to ensure that job is not affected.
- 3.14 In case the contractor decides to discontinue the job work on his own during the tenure of the contract, BHEL-EDN shall make alternate arrangement for completion of job contract. Any additional cost arising out of such an event, BHEL-EDN shall recover the additional cost from the pending bills or SD amount of the contractor.
- 3.15 BHEL EDN will provide only consumables, material handling equipments etc. wherever required.
- 3.16 The Contractor shall provide with **4 sets of tools comprising of crow bar, hammers, screw drivers, balepatty cutters, scissors, Knives , wrenches, spanners etc., to his workers for performing the job work.** These tool kits will be under the custody of Supervisors nominated by him.

### **4.0 Contractor's statutory liability:**

- 4.1 All statutory requirements under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour, (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.
- 4.2 Contractor shall comply with all statutory requirements, Rules, Regulations, and Notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 4.3 **Contractor shall ensure payment of statutory prescribed minimum wages by paying BHEL EDN notified wages as applicable to his employees deployed in the work from time to time and maintain proper records of their timely disbursement. The notification of BHEL-EDN wages may be obtained by the contractor to be aware /**
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conversant to the same. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum rates.

### BHEL Rates Notified for previous three years

Category	Minimum Wages per day(Rs)		
	01/04/17 To 30/03/18	01/04/16 To 31/03/17	01/04/15 to 31/03/16
USW	427.13	413.00	397.68
SSW	448.79	434.67	419.35
SW	472.63	458.51	443.19

BHEL reserves the right to advise the contractor to afford any further welfare facility in future ( over & above the wage rates envisaged and also allowances under para 1.19 above) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

- 4.4 Contractor should ensure that his employees allowed entering BHEL EDN shall be covered with independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. **The contractor should indicate ESI No., PF No., GST No., in the techno-commercial bid.**
- 4.5 Contractor shall arrange to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- 4.6 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- 4.7 Contractor shall produce proof of deductions and remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc., as applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- 4.8 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL EDN.
- 4.9 Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- 4.10 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, and claim is made against BHEL EDN for whatsoever reason, the security deposit / other dues / running bills under the contract can be utilized by BHEL EDN to discharge the liability of the contractor.
- 4.11 Contractor shall indemnify BHEL EDN against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.

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- 4.12 Contractor shall obtain insurance cover at his own cost to mitigate any risk of accident, loss, damages etc., to his employees and third party inside BHEL EDN premises caused by his employees. BHEL EDN shall not be responsible for any such loss, damage to his employees and third party.**
- 4.13 Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Payment of Gratuity Act, and retrenchment compensation under Industrial Disputes Act will be the sole responsibility of the contractor.
- 4.14 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees deployed in BHEL EDN. No work shall be done by contractor on second / third shift, overtime, weekly holiday or on other declared holidays without written permission of BHEL EDN.
- 4.15 Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of BHEL EDN official.
- 4.16 Contractor shall obtain license under CL (R&A) Act, 1970 before commencement of the work.

### **5.0 General Terms and Conditions:**

- 5.1 The authorized personnel of CE-MM in BHEL EDN shall give overall instructions to the contractor or his authorized representative for the jobs to be carried out. BHEL EDN will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL EDN and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor.
- 5.2 The contractor shall maintain regular contact with the designated employee(s) of CE MM, BHEL EDN and will interact on matters relating to the work awarded under this contract.
- 5.3 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL EDN shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL EDN reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 5.4 The decision of BHEL EDN regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 5.5 Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL EDN without assigning any reason thereof by giving a notice of 30 days to the contractor.
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5.6 Contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for a period of TWO YEAR from the date of issue of Job contract. The parties reserve the right to extend the contract upto 6 months on mutually agreed terms and conditions.

5.7 Subject to the arbitration clause at 6.0 below, any matter arising out of or in connection with the agreement shall be under jurisdiction of Bangalore Court.

### **6.0 ARBITRATION AND GOVERNING LAW**

All disputes arising in connection with or arising out of the contract shall be settled by mutual consultation. If no such settlement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of unit, BHEL EDN. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore. The award to be given by the arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bangalore Courts.

### **Signature of the Parties**

The contract agreement needs to be executed as per BHEL EDN format on non-judicial stamp paper of Rs 200/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.

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<b>WORK PROCEDURE / INSTRUCTION (QUALITY STANDARD)</b>		
<b>CE-MM ( GI Store, Holding stores &amp; MM office )</b>		
<b>Sl.No.</b>	<b>Activity</b>	<b>QUALITY STANDARD</b>
<b>1</b>	Unloading of materials at GI, from the trucks and trailers.	Picking and placing manually the wooden cases/ carton boxes, bundles, loose materials from the trucks and loading on material handling equipments or moving into unloading area or any other places.
<b>2</b>	Opening of wooden boxes and moving of materials to the GI locations or arranging into the pallets.	Boxes shall be opened with tool kits viz. crow bar, scissors/ cutting pliers, hammers Wrenches etc., After opening, the nails / screws, bale patty / plastic strips, wooden boxes, ply boards, wooden planks etc., shall be neatly collected and dropped in the metal bins placed behind store complex building. Count the materials and move them into bin locations at GI or arrange in the pallets.
<b>3</b>	Opening of carton boxes / gunny bags and moving of materials to the GI locations or arranging into the pallets.	Boxes shall be opened with your tool kits viz. Knife/ scissors/ cutting pliers. After opening, cello tapes, bale patty / plastic strips, plastic sheets, bubble packs, carton boxes, corrugated sheets etc., shall be neatly collected and dropped in the metal bins placed behind store complex building. Count the materials and move them into bin locations at GI or arrange in the pallets.
<b>4</b>	Moving of sample qty from GI cells to QC labs or to system testing area or to NEB or any other place for inspection & testing.	Adequate care shall be taken to carry the materials by hand or in hand trolleys or loading / unloading on material handling equipments without dropping or damaging the materials.
<b>5</b>	Collecting all QC cleared items from the QC labs and other areas back to GI and moving to holding stores.	Adequate care shall be taken to collect back the materials by hand or in trolleys without dropping or damaging the materials.
<b>6</b>	Handling of solar PV modules received from vendors as bought out.	PV modules packed in carton boxes are properly handled while unloading from the trucks w/o damaging the boxes.
<b>7</b>	Removing of metal scrap and other scrap materials from the pallets, moving into the bin locations inside scrap yard .	All scrap materials shall be picked up from the metal bins / pallets, segregated category-wise and moved into locations inside scrap yard. Labelling / display board for each category shall be placed promptly.
<b>8</b>	Moving of materials in forklifts from HS to various production areas.	Load the materials on the forklift blades securedly by fastening the load with belts to the mast while moving from stores. No materials shall be loaded in hanging or unbalanced position. Do not overload beyond rated capacity.



## Terms and Conditions

Sl.No	Activity	QUALITY STANDARD
9	Receiving materials from GI cells, SA Production, shop return, site return, & moving into bin locations.	Receiving materials at holding stores from GI cells, SA production and other areas, identify the materials w.r.t codes, description, binloc and moving them into bins with QC acceptance tags.
10	Picking up of materials from holding stores for shifting to various production shops.	Materials are required to be collected from the locations at holding store & rejection store, cleaned with cheese cloth, carried and handed over to the point of issue at these stores.
11	Bulk materials cable drums, wire rack channels, cubicle fans, silencers, CRCA sheets, storing and issuing to production / dispatch areas.	To identify these materials stored in the open space at various intersections of buildings, assisting for loading on the material handling equipments for further movement and unloading at shops/ dispatch areas.
12	Re arranging the materials from one location to another locations inside stores or moving to any other building.	Shifting the materials from one location to another manually handpicked or with trolleys provided at these stores. Never load any Material handling equipment beyond their rated capacity. Before leaving the place ensure that the material is placed correctly and that there is no danger of the material falling down
13	Dusting of materials stored in racks & bins.	Dust, bird droppings shall be removed on the materials, bins, racks and materials be carried manually till the point of issue. The vacuum cleaner has to be used wherever required.
14	Moving of purchase files and documents to other departments.	Papers, files, documents shall be personally carried and delivered only to the right persons / departments as indicated or marked.
15	Dusting & cleaning of furnitures and other miscellaneous works.	Tea / coffee, water, snacks have to be served at the meeting places without any spill or breakage of crockeries or bottles. The leftover items like empty container, cups, etc have to be removed after the meeting and dropped in the waste bins provided at these floors.
16	Loading, moving of accepted material to holding stores by platform truck	Loading, moving of QS accepted materials from GI stores to holding stores ,production area, IMS on platform truck.
17	Supervising the above activities	To supervise the above activities , inspect and measure the work at all specified locations in job schedule I & J.

## Terms and Conditions

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### **GENERAL SAFETY PRECAUTIONS WHILE ON WORK**

#### **MANUAL MATERIAL HANDLING - Precautions**

- Wear hand gloves to protect against cuts, scratches or punctures.
- Wear safety shoes to protect toes from falling objects.
- Ensure that you know the approximate weight of the load before lifting.
- Do not attempt to lift alone any load that is too heavy, too large or awkward.
- See that there are no obstructions in the direction you will be going.
- Take up position, feet hip with apart, one foot slightly advanced pointing in direction. It is intended to move.
- Bend the knees; back muscles should be relaxed.
- Get a secure grip of the load.
- Lift, keeping the back straight, arms close to body, leg muscles taking the strain.
- Step off in direction advanced foot is pointing, load held close to body.
- Do not carry a load which obscures the vision.
- When lifting to a height from the floor do it in two stages.
- Avoid twisting the trunk while lifting or carrying a load.
- Do not pull a hand truck, but push it.
- When going down a ramp, keep the load in front.
- Use equipment (dollies, carts, two-wheelers, hydraulic/electrical hoists or lifts) to move loads whenever possible.
- Make sure work levels are at waist height when standing and elbow height when sitting whenever possible.
- If you have to work in one position for a long period of time, take stretching breaks.

#### **WIRE ROPE SLINGS- Precautions**

- Do not overload.
  - Minimise shock loading.
  - Protect wire ropes from sharp corners and edge with padding.
  - Avoid dragging the ropes from under the loads or over obstacles.
  - Avoid rolling loads with ropes.
  - Lubricate regularly according to rope manufacturers recommendations.
  - Store in a clean and dry place.
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## Terms and Conditions

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Compliance with Sec 34 of Factories Act 1948 and Rule 66 of Karnataka Factories Rules 1969

No person shall lift, carry or move any load so heavy as to be likely to cause him injury. Notwithstanding this, permissible weight of any material, article, tool, equipment, or appliance for manual handling for any adult male is limited to 50 KG maximum

### **SAFETY PRECAUTIONS DURING CHEMICAL HANDLING**

- Before handling any chemical, check with Material Storage Data Sheet (MSDS) for the safety precautions required.
  - Never smell or taste a hazardous chemical.
  - Know the location of safety equipment: emergency shower, eye wash, fire extinguisher, fire alarm station.
  - Do not work alone in the department if you are working with hazardous materials.
  - Avoid direct contact with any chemical. Keep chemicals off hands, face and clothing.
  - Use good hygiene. Keep your hands and face clean. Wash thoroughly with soap and water after handling any chemical.
  - Smoking, drinking, eating, and the application of cosmetics is forbidden in areas where hazardous chemicals are in use.
  - Do not store food or drink for human consumption, or utensils or equipment for preparing food or drink, in the same cabinet, drawer, refrigerator or freezer with chemicals or equipment used with chemicals.
  - Garments contaminated with hazardous materials should not be taken home by staff for laundering. They should be laundered on-site or by a commercial laundry which has been appraised of potential hazards.
  - Ensure all containers are in good condition and properly labeled.
  - Do not store incompatible chemicals in close proximity to each other.
  - Acids and bases should be stored separately from each other. Organic acids should be stored with flammable materials, separate from oxidizers and oxidizing acids.
  - Eye protection and rubber gloves should always be used when handling corrosive materials. A face shield, rubber apron, and rubber boots may also be appropriate, depending on the work performed.
  - When material is being transferred, keep chemical containers tightly closed.
  - Always wear goggles or safety glasses with side shields when handling compressed gases.
  - Never drag, slide or roll the cylinder - get a cylinder cart or truck and use it.
  - Make sure the cylinder is secured to the cart during transport.
  - Cylinders should be segregated in hazard classes while in storage, at the minimum, oxidizers (such as oxygen) must be separated from flammable gases, and empty cylinders should be isolated from filled cylinders.
  - For specific information regarding chemical handling, contact your supervisor.
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## Terms and Conditions

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### Proforma

#### Solvency Certificate

[To be issued by consortium Banks as mentioned below not later than 12 months]

Ref:

Date :

This is to certify that M/s. \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ is solvent to the extent of Rs. \_\_\_\_\_ [ Amount in Words \_\_\_\_\_ ] as disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s. \_\_\_\_\_ for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank \_\_\_\_\_

Name of Signatory

#### List of consortium Bank

Sl.	Nationalised Banks	Sl	Nationalised Banks
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank



## Terms and Conditions

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### Appendix

#### **Online Payment of EMD thro' "SBI E COLLECT"**

Please refer Below for Step by step instructions.

- 1 Click on the link: <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 **Agree** the terms and condition Click on proceed
- 3 Choose State of Corporate: **KARNATAKA**
- 4 Type of Corporate : **INDUSTRY**
- 5 Select Industry : **BHARAT HEAVY ELECTRICALS LTD**
- 6 Select category : **EMPLOYEES/OTHERS**
- 7 Fill the necessary information :
- 8 Make the payment through any **net banking/Debit card**:
- 9 Download Receipt keep it for reference.

**Please note that no charges are levied for the transactions.**

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## Terms and Conditions

### Annexure II

#### Benefits for MSE

Guidelines for Micro and small Enterprises for claiming exemption from EMD

MSE suppliers can avail the benefit of exemption from payment of EMD only if they submit along with the offer, attested copies of either EM II certificate having deemed validity ( five years from date of issue of acknowledgment in EM II ) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate in the Format provided below, ( where deemed validity of EM II certificate of five years has expired ) applicable for the relevant financial year (last audited) . Date to be reckoned for determining the deemed validity will be the date of bid opening ( Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with the other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents or if the required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted Officer.

#### Certificate by Chartered Accountant on Letter Head

This is to certify that M/s ----- ( hereafter referred to as " Company " ) having its registered office at -----is registered under MSMED Act 2006, ( Entrepreneur Memorandum No (( Part-II)-----dtd ----- category: -----( Micro / Small). (Copy enclosed).

Further verified from the books of Account that the investment of the company as per the latest audited financial year -----as per MSMED Act 2006 is as follows:

For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Industry vide its notification No.S.O. 1722 (E) dated October 5, 2006:  
Rs.-----Lakhs.

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

The above investment of Rs----- Lakhs in which the permissible limit of Rs.----- Lakhs for -----Micro / Small (strike off which is not applicable) Category under MSMED Act 2006.

(OR)

The company has been graduated from its original category (Micro / Small) ( Strike off which is not applicable) and the date of graduation of such enterprise from its original company is ----- (dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E)dated 01.11.2013 published in the Gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant



## Terms and Conditions

### Unpriced Bid Sheet

Doc.No. EDN/JC/CE-MM/2017-19

DEPT: CE-MM ( GI Store , Holding stores & MM office)

#### SCHEDULE ' I&J'

#### Terms & Conditions

Sl	Activity	Cate gory	Quantum of work/Fre quency	Unit of work	Std.time per unit (in min)	Quantum of Work / annum	Rate per unit of work without GST(Rs.in Fig.)	Rate per unit of work without GST(Rs.in words.)	Total amount without GST( Rs)
1	2	3	6	7	8	9	10	11	12
1	Unloading of materials at GI, from trucks and small vehicles	usw	5	truck	96	1505			
1a	Unloading of materials at GI, from trailers (Heavy items)	usw	1	truck	480	301			
2	Opening of wooden boxes and moving of materials to the GI locations or arranging into the pallets(GF)	usw	6	truck	20	1806			
2a	Opening of wooden boxes and moving of materials to the GI locations in 1st floor	usw	3	box	40	903			
3	Opening of carton boxes / gunny bags and moving of materials to the GI locations or arranging into the pallets.	usw	72	box	10	21672			
4	Moving of sample qty from GI cells to QC labs or to system testing area or to NEB or any other place for inspection & testing.	usw	24	item	20	7224			
5	Collecting all QC cleared items from the QC labs and other areas back to GI and moving to holding stores	usw	24	item	20	7224			
6	Handling of Solar PV Modules received from vendors as bought out	usw	48	box	10	14448			
7	Removing of metal scrap and other scrap materials from the pallets, moving into the bin locations inside scrap yard .	usw	192	kg	5	57792			
8	Moving of materials in forklifts from GI to various holding store areas.	sw	8	trip	60	2408			
9	Receiving materials from GI cells, SA production, shop return, site return & moving into bin locations.	usw	64	item	15	19264			
10	Picking up of materials from holding stores for issuing to various production shops.	usw	750	item	3.2	225750			
11	Bulk materials cable drums, wire rack channels, cubicle fans, silencers, CRCA sheets, storing and issuing to Production/ despatch area	usw	24	item	40	7224			
12	Re arranging the materials from one location to another locations inside stores or moving to any other building.	usw	32	item	15	9632			
13	Dusting of materials stored in racks & bins.	usw	32	bin	15	9632			
14	Moving of purchase files and documents to other departments.	usw	8	No. of mvt	60	2408			
15	Dusting & cleaning of furnitures and other miscellaneous works.	usw	8	No.of time	60	2408			
16	Loading, moving of accepted material to holding stores by Platform truck	ssw	8	trip	60	2408			
17	Supervising the above activities	sw	1		480	301			

Grand Total amount (Rs. in words) -----

Note: USW-Unskilled Worker ; SSW-Semiskilled Worker; SW-Skilled Worker

**1. Do not quote rate in this page**

**2. Pl. indicate "Quoted as per Requirement" under columns 10, 11 & 12.**



## Terms and Conditions

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3. The rate per unit of work quoted shall include average wage per day for the next 2 years. You may include contribution towards PF,ESI,Bonus payment ,Service charges as applicable . Additional benefits like attendance bonus @ Rs 10/ day , Transport allowance Rs. 30 /day, Washing allowance @ Rs.75 per month may be included with statutory provisions in the quoted rate.
4. **The rates quoted above shall be exclusive of GST. The rate of GST may be mentioned separately.**
5. **Cost of uniform and stitching charges, safety shoes and socks, soaps shall be reimbursed separately as per BHEL EDN instructions. Do not include these in above rates.**

Contractor

## Terms and Conditions

### Annexure -1 (Techno-Commercial Bid) PRE –QUALIFICATION REQUIREMENTS

Sl.	Description	If yes, furnish details
1	a) Is EMD for an amount of <b>Rs.1,98,500/-</b> enclosed with Techno-commercial bid ? b) If you are claiming exemption under MSE, furnish a copy of certificate from the concerned dept., with Techno-commercial bid ?	
2	As per Constitution : - If you are a Company , furnish the Certificate of Incorporation ( copy) - If you are a Firm , furnish the Partnership Deed, Power of attorney ( copy) - If you are a proprietary, furnish IT return with PAN card ( copy)	
3	Have you executed Job Contract with the provision of labourers complying with Labour laws in the preceeding 7 Years? -One such job valued not less than 80% of estimated value / annum (i.e. for Rs. 39.70 lakhs) <b>OR</b> -Two such jobs each valued not less than 50% of estimated value / annum (i.e.for Rs. 24.81 lakhs each job) <b>OR</b> -Three such jobs each valued not less than 40 % estiated value / annum (i.e. for Rs. 19.85 lakhs each job)	
4	Were your average Turnover in the previous 3 years equal to or more than 30 % of estimated value per annum as evidenced by Balance Sheet & Profit and Loss account statement filed with IT authority <b>OR</b> Statement of accounts certified by a qualified chartered accountant for the last 3 years ?	
5	You are required to indicate - ESI No - PF No	
6	(i) Kindly furnish the GSTIN ( enclose a copy)	
7	Is Solvency Certificate attached here with? ( refer proforma) - A Certificate by Banker for an amount of Rs. <b>4,00,000</b> /-)	
8	Contacts in Bengaluru — Name of the person — Phone No — Mobile No — e-mail ID — Office Address	
9	Have you confirmed “ Quoted as per requirement” in col. 10,11 & 12 of the Unpriced Bid Sheet ?	

**Note: The documentary proof shall be furnished for verification.**

SCHEDULE ' I&J'				Terms & Conditions		Annexure-2 (Price Bid )				Doc.No. EDN/JC/CE-MM/2017-19		
DEPT: CE-MM ( GI Store , Holding stores & MM office)												
Page 23 of 23												
Sl.No.	Activity	Categor y	Location	Frequenc y	Quantu m of work/F requenc y	Unit of work	Std.time per unit (in min)	Quantu m of Work / annum	Rate per unit of work without GST (Rs.in Fig.)	Rate per unit of work without GST (Rs.in words.)	Total amount without GST( Rs)	
1	2	3	4	5	6	7	8	9	10	11	12	
											Col.(9)x(10)	
1	Unloading of materials at GI, from trucks and small vehicles	USW	GI Cells	Daily	5	truck	96	1505				
1a	Unloading of materials at GI, from trailers (Heavy items)	USW	GI Cells	Daily	1	truck	480	301				
2	Opening of wooden boxes and moving of materials to the GI locations or arranging into the pallets(GF)	USW	GI Cells	Daily	6	truck	20	1806				
2a	Opening of wooden boxes and moving of materials to the GI locations in 1st floor	USW	GI Cells	Daily	3	box	40	903				
3	Opening of carton boxes / gunny bags and moving of materials to the GI locations or arranging into the pallets.	USW	GI Cells	Daily	72	box	10	21672				
4	Moving of sample qty from GI cells to QC labs or to system testing area or to NEB or any other place for inspection & testing.	USW	GI Cells	Daily	24	item	20	7224				
5	Collecting all QC cleared items from the QC labs and other areas back to GI and moving to holding stores	USW	GI Cells	Daily	24	item	20	7224				
6	Handling of Solar PV Modules received from vendors as bought out	USW	GI Cells	Daily	48	box	10	14448				
7	Removing of metal scrap and other scrap materials from the pallets, moving into the bin locations inside scrap yard.	USW	Scrap Yard	Daily	192	kg	5	57792				
8	Moving of materials in forklifts from GI to various holding store areas.	SW	Holding Stores	Daily	8	trip	60	2408				
9	Receiving materials from GI cells, SA production, shop return,site return & moving into bin locations.	USW	RMS ,IMS ,HS31,HS32& Rejection store	Daily	64	item	15	19264				
10	Picking up of materials from holding stores for issuing to various production shops.	USW	Component stores at Bldg7,19,13 & 28B	Daily	750	item	3.2	225750				
11	Bulk materials cable drums, wire rack channels,cubicle fans,silencers,CRCA sheets,storing and issuing to Production/ despatch area	USW	Open place	Daily	24	item	40	7224				
12	Re arranging the materials from one location to another locations inside stores or moving to any other building.	USW	RMS ,IMS ,HS31,HS32	Daily	32	item	15	9632				
13	Dusting of materials stored in racks & bins.	USW	GI cells,HS31,HS32,RMS, & Rejection store,IMS	Daily	32	bin	15	9632				
14	Moving of purchase files and documents to other departments.	USW	CE-MM office	Daily	8	No. of movement	60	2408				
15	Dusting & cleaning of furnitures and other miscellaneous works.	USW	CE-MM office	Daily	8	No. of time	60	2408				
16	Loading, moving of accepted material to holding stores by Platform truck	SSW			8	trip	60	2408				
17	Supervising the above activities	SW	All the above	Daily	1		480	301				

**GrandTotal amount ( Rs. In words)**

Note: USW- Un skilled worker ; SSW-Semi skilled worker; SW-Skilled Worker

1. The rate per unit of work quoted shall include average wage per day for the next 2 years. You may include contribution towards PF, ESI, Bonus payment, Service charges, as applicable. Additional benefits like attendance bonus @ Rs 10/ day , Transport allowance @ Rs.30 / day, Washing allowance@ Rs. 75/- per month may be included with statutory provisions in the quoted rate.

2. The rates quoted above shall be exclusive of GST. The rate of GST may be mentioned separately.

3. Cost of uniform and stitching charges, safety shoes and socks, soaps shall be reimbursed separately as per BHEL-EDN instructions. Do not include these in above rates.