

# **TENDER**

**NIT No: FYM/WC/2020-21/DRYING/08**

**DATE : 20/07/2020**

## **SAND DRYING OPERATION**

### **TECHNICAL BID**

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**FOUNDRY DIVISION**  
**BLOCK - 5**

**BHARAT HEAVY ELECTRICALS LIMITED**

( A Government of India Undertaking )

B H O P A L - 4 6 2 0 2 2 (M. P )

**BHARAT HEAVY ELECTRICALS LIMITED : BHOPAL**  
**(FOUNDRY DIVISION)**

**Notice Inviting Tender (NIT) for Works Contract 2020 - 21**

Tender Enquiry No. / Date	FYM/WC/2020-21/DRYING/08 20/07/2020
Nature of Work	SAND DRYING OPERATION
Quantity of Work	1076 Tech. Hrs.
Earnest Money Deposited (EMD)	<b>Rs. 1493/-</b> OR One time EMD of Rs. 500000/-
Tender Opening Date	<b>07/08/2020</b>
Last date for submission / Deposit of tender	Tender Documents shall be Submitted before 11.00 AM on Dtd. <b>07/08/2020</b> in the green box kept in the tender room, Admin. Building, Ground Floor. Tenders will be opened on the same day at 2.00 PM sharp in the tender room, ADM Building, Ground Floor, BHEL Bhopal.
Tender Cost of Rs. 500/-. GST on tender fee shall be extra (Tender cost is to be furnished through e-Mode (ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc.) only)	M.R. No. :  Date :

- In case of any query / doubts regarding tender enquiry contact the undersigned official.

(Animesh Kumar)  
Mgr. (FYM)

**CONTRACTOR :**

M/s .....

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**NIT No. : FYM/WC/2020-21/DRYING/08, Date : 20/07/2020****Sub:- SAND DRYING OPERATION**

Foundry division, BHEL, Bhopal invites **Open Tender** on **two part bid basis** (Part I- Techno-Commercial Bid & Part II- Price Bid) for the following work :-

**QUANTUM OF WORK** : **1076 Tech. Hrs.**

**Scope of Work** :- **Sand Drier Operation in Ferrous section.**

1. Charging of Moist / Fresh Sand in Sand Drier.
2. Drying operation in Sand Drier.
3. Piling of dried sand for easy handling.
4. Shifting of fresh silica sand from sand storage area to sand drier area.
5. Shifting and supply of dried silica sand from sand drier area to sand plant of Steel, Ferrous and Core shop area.
6. Loading / Unloading of fresh and dried silica sand in tractor trolley.
7. Contractor has to supply unskilled labours.

Note : Unskilled workers have to perform above activities depending upon shop requirement.



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**INSTRUCTIONS TO TENDERERS**

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1.0 The bid is invited in two parts viz. Part-I: Techno-commercial Bid; Part-II: Price Bid.

1.1 Part-I (Techno-commercial) Bid : Techno-commercial bid should contain documents in the same order as listed below:

- 1.1.1 Pre-Qualification Criteria as per Annexure "I"
- 1.1.2 Offer of the contractor as per Annexure "A"
- 1.1.3 Check List as per Annexure "B"
- 1.1.4 Tender Fee in the prescribed form
- 1.1.5 EMD in the prescribed form
- 1.1.6 This bid document, each page signed and stamped with all tables/Declaration forms/information sheets (Annexure "A" to Annexure "F") duly filled in legible writing.
- 1.1.7 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.

**Note:** (i) **To qualify against this tender contractor has to comply Pre-Qualification criterion for "Sand Drying Operation " attached in NIT as annexures-I. Necessary supporting documents asked in PQR like Balance sheet and Profit & Loss account statement for last 3 Financial Years, Copy of work order in proof of experience, Work Completion certificate issued by Competent Authority (In case of BHEL, executive not lower than the rank of DGM) / In case of experience in Private Firm TDS certificates shall also be submitted by party in support must be furnished by tenderer along with Techno-Commercial bid. In case of non-submission of above document, the offer liable to be rejected.**

(ii) **The bidder should not give their price offer in Techno-commercial Bid. The techno-commercial bid containing price offer shall be rejected.**

1.2 Part-II (Price Bid): Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered. Rate quoted will be considered up to two places of decimal. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.3 Part-I and Part-II Bids should be put in separately sealed envelopes and each envelopes must be marked clearly as Techno-commercial Bid or Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information :

1. NIT No. & Title of Work
2. Bid Opening date & time
3. Address/Venue of Bid Submission
4. Bidder's Name & Address

The financial bid of only those bidders will be opened, who fulfill the Prequalifying criteria as per Annexure-I and other requirements.

The offers should justifiably meet the statutory requirements of different labour laws & provisions and meet other expenditures of the contract. If the offered rates found to be not matching the labour cost mentioned by the contractor, the justification may be asked from the contractor. Offers of those Parties who fail to provide justification in time or fail to justify their rates accordingly, will be rejected.

2.0 The complete offer with tender specification including all documents submitted in response to this tender shall be duly signed and sent in a sealed cover super-scribing the name of work as given in the tender notice.



3.0 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box for works contract duly addressed to following:

**Tender Room,  
Ground Floor, Administrative Building  
BHEL, Piplani, Bhopal- 462022.**

4.0 Tenders can be submitted personally or by courier/post. Tenders submitted by post should be sent preferably as "REGISTERED POST ACKNOWLEDGEMENT DUE / SPEED POST". Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission are liable to be rejected. Telegraphic offers and offers received by telex / fax will not be considered.

5.0 Tenders shall be opened by authorised officer of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those tenderer or their authorised representative who may like to be present.

6.0 The tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. The offers should be strictly in accordance with the tender specifications & General Instructions to the tenderer. Should the tenderer require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.

7.0 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.0 Before tendering, the tenderer is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.

9.0 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each page of the Tender Specifications must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself.

10.0 The tenderer shall quote the rates in figures (international numerals to be used) as well as in words (English language to be used). The rate quoted will be considered up to two places of decimals. If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- In the event of a discrepancy between rates quoted in words and figures by tenderer, the rate that corresponds to the amount worked out by the tenderer shall be taken as correct.
- In the event of an error occurring in the amount column of Schedule of Quantities because of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- All errors in totaling in the amount column and in carrying forward totals shall be corrected.

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11.0 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to rejection. The tenderer shall duly attest all cancellations and insertions.

12.0 The tenderer shall give full information in respect of the following: -

- 12.1 Permanent account Number as allotted by the Income Tax Department.
- 12.2 GST Registration Number if applicable.
- 12.3 The human resource/manpower that are totally available with him and that will be employed by the tenderer for this work on daily basis & category-wise deployment plan duly indicating the no. of Supervisor & Unskilled workers etc.
- 12.4 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.
- 12.5 Declaration sheet as per proforma at Annexure - 'E'.
- 12.6 Check list and schedule of general particulars, duly filled in, signed and stamped as per Annexure-'B'.
- 12.7 PF code number allotted by the Regional Provident Commissioner and ESI Regn. No.

**Note:-** All the data required to be enclosed with the tender as per the requirements of this section need to be furnished neatly typed, signed and stamped in the given formats only & wherever necessary documentary proof also needs to be enclosed. In the absence of the above information, the tender may be considered as incomplete and is liable for rejection.

13.0 The offer shall be kept open for acceptance for a period of three months from the date of opening of tender. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderer. All expenses for attending such negotiations are to be borne by the tenderer.

14.0 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.

15.0 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and mounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

16.0 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

17.0 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of attorney and changes after obtaining proper legal advise, the cost of which will be chargeable to the contractor concerned.

18.0 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.



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19.0 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

20.0 Should a tenderer or, in the case of a firm or Company, its Partner(s) / major Shareholder(s) / Director(s) have relation(s) employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer. Otherwise, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

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

22.0 **Sand Drying Operation work is to be done from commencement of work order upto 30-06-2021.**

23.0 Timing of execution of work shall be 8.00 hrs. per shift.

24.0 All required PPE's shall be in the scope of Contractor.

25.0 All the workers should be provided with uniform & identity cards by the contractors.

26.0 The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition. The helmet shall be integral part of uniform as safety items shoes etc.

27.0 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and contract labours.

28.0 The responsibility of fulfilling liabilities under various labour laws such as workmen's compensation Act, industrial disputes Act, minimum wages Act, Payment of bonus act, factories act. & contract labour act etc, of the contractor.

29.0 The contractor should make necessary arrangement of welfare and health of contract labour at his own cost.

30.0 **Contractor shall ensure payment of statutory prescribed minimum wages and additional wages as recommended by BHEL. Contractor shall make the payment of wages to the worker through bank A/c only. Contractor shall submit the undertaking along with the bank statement to the department. Contract issuing authority shall sign the wage register which shall have a mention of the fact that the payment has been made through bank A/c.**

#### CURRENT STATUTORY MINIMUM WAGES (Effective from 01/04/2020 )

CATGEORY OF WORKER	BHEL RECOMMENDED WAGES
	DAILY (per day)
UNSKILLED WORKER	Rs. 429.32

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31.0 The contractor shall be responsible for damages to BHEL property and for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.

32.0 The contractor should produce the records i.e. labour licence, proof of payment of wages, P.F., ESIC etc. as and when demanded by the BHEL Authorities.

33.0 The contractor shall indemnity against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc, made by the contractor or his workers during the contract period.

34.0 The BHEL reserves the right to terminate the contract without advance termination notice of 02 months for non compliance/ violation/ contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time.

35.0 **In the event of failure to carryout the work assigned under the up-keeping contract to the satisfaction of BHEL the company reserves the right to get the work done through the alternate sources at the cost and risk of the contractor.**

36.0 Reporting about the status of the job on a day-to-day basis shall have to be ensured by Contractor personnel to BHEL officers. Log book to be maintained by contractors supervisor which shall be verified by shop incharge on daily basis.

37.0 The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.



**NIT No. : FYM/WC/2020-21/DRYING/08, Date : 20/07/2020**

**Sub:- SAND DRYING OPERATION**

1.0 **DEFINITIONS:-** The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

1.1 **'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.

1.2 **'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, successors and permitted assigns.

1.3 **'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the agreement, the work order, the accepted appendices of rates, schedules of quantities, if any, General Terms & Conditions of the Contract, Special Conditions of the contract, Instructions to Bidders, drawings, technical specifications, the special specifications, if any, & the Letter of Intent / acceptance letter issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.

1.4 **'TENDER DOCUMENTS'** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions and Price Schedule.

1.5 **'LETTER OF INTENT'** shall mean the intimation by a letter / telegram / fax to the tenderer that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

1.6 **'COMPLETION TIME'** shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work / services stipulated in the work order to the satisfaction of the Engineer being of required standard and conforming to the specifications of the contract.

1.7 **'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Engineer / Site Engineer / Project- in-charge/ Engineer-in-Charge.

1.8 **'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.

2.0 **'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION'** The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

2.1 The bidder shall give an undertaking under the official secret Act from maintaining secrecy of the tender documents, drawings or other records connected with the work given to him. The unsuccessful bidder shall return all the drawings / documents given to them.



### 3.0 **ISSUES OF NOTICE**

The Contractor shall furnish to the Engineer, the name designation and address of his authorised agent INCHARGE OF Project and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

### 4.0 **FACILITIES TO BE PROVIDED BY BHEL**

- 4.1 BHEL shall be providing all assistance in getting the gate passes issued for the work men deployed by the contractor for entry into factory premises.
- 4.2 BHEL shall be providing an identified area inside the factory premises for keeping cleaning equipment, machineries and consumables. However the safety and security of these items shall be sole responsibility of the contractor.

### 5.0 **EARNEST MONEY**

- 5.1 Rs. 1493/- OR One time EMD of Rs. 500000/-
- 5.1.1 EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 5.1.2 EMD amount in excess of Rs 2 lakh (instead of Rs 20 lakh in vogue Works Policy) may also be accepted in the form of BG.
- 5.2 EMD is to be paid by tenderers for securing fulfillment of any obligations in terms of NIT. EMD is to be furnished through e-Mode (ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc.) only. The following link to be followed for **SB Collect platform** : <http://www.bhelbpl.co.in/qcins/iccs.htm> .

Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.

- 5.3 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- 5.4 In the case of unsuccessful bidder, the Earnest Money will be refunded after finalisation of the tender.
- 5.5 BHEL reserves the right of forfeiture of Earnest Money Deposit, in case the successful bidder who:
  - 5.5.1 After opening of tender revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
  - 5.5.2 Fails to communicate unqualified acceptance of Letter of Intent within 15 days from the date of issue of letter of intent.
  - 5.5.3 Fails to submit 50% of the total security deposit before start of work.
  - 5.5.4 Fails to start the work as may be indicated in the Letter of Intent.

### 6.0 **SECURITY DEPOSIT**

Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit after adjusting the amount of Earnest Money duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of work.

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



The security deposit calculated as above may be deposited within 15 days from the date of issue of Letter of Intent but before the start of work in any one of the following forms

- a)** The total Security Deposit may be deposited online as procedure (For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet ([www.bhelbpl.co.in](http://www.bhelbpl.co.in) under caption new link). or
- b)** 50% of Security Deposit through e-Mode (ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc). Balance shall be recovered from running bills @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

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

6.2 If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

#### 7.0 RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

#### 8.0 INTEREST CHARGES:

No interest shall be payable by BHEL on Earnest Money, Security Deposit / or on any moneys due to the Contractor by BHEL.

#### 9.0 COMMENCEMENT & COMPLETION OF WORK

The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay. No mobilisation charges of any kind are payable.

9.1 At the time of mobilisation of work at site, the contractor is required to submit the Copies of following documents to site Engineer for verification:

- 9.1.1 BG as per contract, if applicable.
- 9.1.2 List of equipment, plant & machinery to be deployed
- 9.1.3 Valid Insurance Policy covering third party liability, workmen compensation & Equipment/vehicle brought to site.
- 9.1.4 List of workmen and supervisor to be deployed at site. Mobile No. of supervisor is to be given
- 9.1.5 Proper Labour License as applicable.



**9.2** If the successful bidder fails to commence the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract and no claim shall be entertained on this account.

**9.3** The Earnest money and / or Security Deposit will stand forfeited without any further reference to the Contractor without prejudice to any of BHEL's other rights and remedies in this regard.

**9.4** All the works shall be carried out under the direction and to the satisfaction of BHEL.

**10.0****VARIATION IN SCOPE OF WORK:**

The quantities shown in the BOQ may vary depending upon the requirement. BHEL reserve the right to increase or decrease quantities depending upon the final requirement. For such increment or reduction, the Contract price shall be adjusted based on the quoted unit price, which shall be valid for a variation of ± 30 % of the total contract price.

**11.0****EXTRA WORK**

The Contractor shall, when requested by the BHEL, perform extra work and furnish extra material not covered under his scope of work. The Contractor shall be paid for all such work at mutually agreed rate. The contractor shall indicate per day man rate of their engineer, foreman, technician, wiremen, etc. to carry out the extra work.

**12.0****RIGHTS OF BHEL**

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation.

**12.1** In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory or delay in execution of work, Penalty shall be imposed OR **terminate the contract** without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract..

**12.2** **Penalty** : Penalty for delay in work beyond the specified schedule, if attributable to the firm, may be imposed at the specified rate, if any in NIT, maximum up to the ceiling of 10% of the contract value for the allotted work. The total work under scope is to be completed within the contractual completion time. In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory or delay in execution of work, same will be brought to his notice first to **rectify the deficiency/anomaly within** 15 days time. Failing which BHEL reserves the right to **impose penalty of 0.5% of the contract value per week up to a maximum ceiling of 10% of the total works contract value and GST on penalty will charged extra** OR terminate the contract without assigning any reason whatsoever. In such an event, on damages will be payable for short closure of the contract. Total contract Value for this purpose, shall be the final executed value exclusive of ORC (Over run compensation), Extra Works executed on Manday rate basis, Supplementary/Additional Items and PVC. If any defect is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost. GST on penalty shall be charged extra. Penalty shall not be considered upto 10 days from the date of issue of LOI / Work Order in order to establish and streamline the contract. Major defects found in the work will be liable for cancellation of the contract.

**12.3** To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor performance of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, nonfulfillment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.

**12.4** To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff to suit BHEL's requirements.



**12.5** To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- a) Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
- b) Corrupt act of the contractor.
- c) Insolvency of the contractor. Persistence disregard of the instructions of BHEL
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfilment of any contractual obligations or obligations under the law. To effect recoveries from any amounts due to the contractor under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to contractors failure to fulfil any of his obligations.

**12.6** To deploy BHEL's skilled and/ or semi-skilled workmen in case of emergency /poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.

### **13.0 RESPONSIBILITIES OF CONTRACTOR :**

**13.1** The contractor should follow the prevailing industrial / labour laws as amended from time to time and shall also take all safety measures required during the execution of this order. The contractor shall provide all safety appliances required to his workmen deployed on job and shall ensure the use of the same meticulously.

**13.2** The Contractor shall be fully responsible for the performance of the equipment and workmen deployed by them. The work shall be executed strictly in accordance with the directions and instructions which shall be given to the Contractor by the BHEL from time to time.

**13.3** In the first month of the work order the contractor shall provide uniform, shoes, safety-belt and helmet to workers and provide an undertaking on this regard to the department.

**13.3.1** HOD shall endorse and ensure the undertaking.

**13.3.2** In case of non-compliance beyond second month the contractor shall be issued notice of termination of the contract.

**13.3.3** Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, this may lead to disqualification/ debarring of the contract

### **14.0 CONTRACT AGREEMENT**

Successful Bidder (Contractor) has to enter in to contract agreement with BHEL on Non-judicial stamp paper of appropriate value within 15 days of the award of the contract. The cost towards agreement shall be born by the contractor.

### **15.0 PROVIDING WORKMEN & SUPERVISORY PERSONNEL**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.: -

- a) The contractor shall engage sufficient staff to deliver the job at required pace with quality and safety.



Claim for idle labour/machinery due to non issuance of passes for entry into factory premises will not be entertained as the primary responsibility lies with the contractor for arrangement of gate passes for their workmen and equipment/vehicle. The contractor is supposed to take advance action in this regard. During the continuance of this contract, the contractor shall have due regard to all local festival, religious events and other customs, in all his dealings with the local labour for the time being employed on or in connection with the work.

- b) The Contractor shall comply with all local, state and central laws, statutory rules, Regulations, etc., such as the payment of wages Act, the Minimum Wages Act, The Workmen's Compensation Act, The Employer's Liability Act, The Industrial Disputes Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract labour (Regulations and Abolition) Act, 1970 and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tender of the Contract and having force or jurisdiction at work site.
- c) The Contractor, in the event of the Contract engaging 20 or more workmen, shall obtain independent license under the Contract Labour (Regulations and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form V) issued by the Principal employer.
- d) The contractor shall pay all taxes, frees, license charges which may be him or otherwise as deemed fit.
- e) All safety rules and codes applied by BHEL shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment/material and work to be performed by him. The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- f) The contractor shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost.
- g) All the properties/equipment/components of BHEL loaned with or without deposit, to the contractor shall remain the properties of BHEL. The contractor shall use such properties for the purpose of execution of this contract. The contractor shall return them in good conditions as and when required by BHEL. In case of non-return, loss, damaged, repairs, etc., cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- h) The contractor shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to the acts of contractor/his personnel.
- i) In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be mutually agreed upon.
- j) The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative be furnished to BHEL for record purpose.
- k) In case there is no specification laid down in the contract for a class of work, such work shall be carried out in accordance with the instructions and requirements of the Engineer.



- l) Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems/dispute shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.
- m) The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date-wise and category wise.
- n) Gate Pass for entry into BHEL Factory would be required for all the persons deployed by the contractor. Special permission would be required for working beyond normal working hours. The contractor shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same. Normal working hours in the plant is 8 hours.
- o) The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked. For movement in area other than earmarked prior permission of BHEL Engineer is required. The contractor shall abide by all the rules and regulations of BHEL Bhopal.

**16.0 STRIKES AND LOCKOUTS**

- a) The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and, if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.
- b) For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

**17.0 FORCE MAJEURE**

- a) The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.
- b) If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

**18.0 SETTLEMENT OF DISPUTES:**

- 18.1** Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the engineer subject to a written appeal by the contractor to the engineer, whose decision shall be final to the parties hereto.



**18.2** Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

**18.3** If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

**19.0 ARBITRATION**

**19.1** All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

**19.2** The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

**19.3** The arbitration proceedings shall be held at Bhopal.

**20.0 DOS AND DON'TS FOR WORKS CONTRACTS INSIDE THE FACTORY AS PER CONTRACT LABOUR CELL NO. BP/HR/CLC/2012 03.05.2012**

**20.1** Wherever estimates of skilled operators are made, the work order shall state specifically the need for providing ITI qualified labour. In case of new contract labours deployed for skilled job, ITI qualification shall be mandatory whilst for those who have skilled work experience but no ITI qualification, at least three years skilled work experience as ascertained by HOD shall be necessary for future deployment. In other cases not meeting above criteria, the estimation shall be done on the basis of semi-skilled labour. HR/HRDC shall provide list of ITI apprentices who have completed training and the contractor shall be asked to choose such labour. In the works contract document it shall be specifically provided that BHEL reserves the right to reject any labour who is technically unsuitable.

**20.2 Attendance Record of contract workers**

- Contracting authority should ensure that each contractor maintains an Attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers.
- The register shall bear the daily signature of the contract workers & contractor.
- The register shall at all the times of work be available at the place of work/deptt.
- Shop In-charge shall ensure that such attendance registers are maintained by the contractor and made available when required by Inspection agencies. The supervisor of the contractor may also be instructed accordingly. The department representative of the concerned work order shall from time to time inspect the Attendance Register to ascertain the veracity of the entries made therein.



- The General Terms and Conditions part of the contract shall include the condition- "If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated."
- Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page.

**20.3 Wage record of contract workers**

- Contracting authority should ensure that each contractor maintains a Wage Register against each work order in respect of the contract labourers deployed by him in that department.
- Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page.
- The Wage Register shall be based on the Attendance Register as mentioned above.
- Every contractor shall issue Wage Slip to each contract worker every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page
- The Contractor shall pay wages not later than 7<sup>th</sup> of the succeeding month. Any default on this has serious legal complications including prosecution and payment of fine (upto 10 times). Situation with respect to each work order has to be reviewed every month.
- Contracting authority to ensure that the Wage Register shall bear the PF and ESI nos. of the workers.

**20.4 Compliance of PF/ ESI deductions**

- Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15<sup>th</sup> and ESI by 21<sup>st</sup> of the succeeding month).
- Contractor shall submit the challan along with copy of a self-certified list of contract workers of the work order bearing their names and PF/ESI no. for whom the contribution has been submitted by him for the said period.
- Department, after verifying that the contributions of the workers have been deposited by the contractor, shall forward the PF/ ESI challans along with the wage bill and the covering certificate as is in practice to Finance department along with bill through HR department for verification of PF/ESI compliance.
- Finance department shall insist on copy of PF /ESI challans before clearing the bill.
- The department shall put on notice board a list prepared by the contractor indicating the PF & ESI deductions made each month from the wages paid to the contract labourers.

**20.5 ESI card based Labour Entry**

- Only those workers shall be allowed entry into Factory premises who have valid ESI card.
- CISF personnel at the gates shall verify that the workers entering inside the factory are carrying valid ESI cards.

**20.6 Compliance of wearing Uniform, shoes, Safety-belts & helmet by contract workers**

- In the first month of the execution of work order the contractor shall provide uniform, shoes, safety-belt & helmet to his workers and provide an undertaking on this regard to the department.”
- HOD shall endorse the undertaking after due verification of compliance.
- Finance shall process the first bill only on the production of the undertaking.
- In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract.

**20.7 Supervision of Contractor labour**—“The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor’s personal responsibility.

**20.8 Contract labour accidents while at work**:-“In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.”

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

**20.10 First and Final Bill to be cleared only after submission of Form VI A & VI B:**

“Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any).”

**20.11 Benefits Earmarked for Micro & Small Enterprises (MSES)**

Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms of MSMED Act 2006. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non-submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents. MSME bidder has to comply Pre-Qualification criterion for “Sand Drying Operation” attached in NIT as per annexures-I to qualify against this tender.

**21.0 Compensation in Case of Death/Permanent Incapacitation:**

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

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereof at BHEL factories/ officers and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Officers/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)
  - (ii) In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven Lakhs)
  - (iii) 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".

**22.0 Conciliation Clause :**

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

- A) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- B) 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 provided in BHEL Conciliation Scheme 2018.

**INSTRUCTIONS TO CONTRACTORS****STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING  
AUTHORITY FOR JOB / WORK / LABOUR CONTRACTS**

1. BHEL shall have the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
4. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate for each contract separately.

“It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in ----- (type of work) against Work order no. ----- in ----- (name of department).

**PAYMENT OF WAGES**

Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division & representative of HR who shall record under his signature at the end of entries in the Register of wages in the following form

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

Signature of Contractor with Seal



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**STATUTORY COMPLIANCES**

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

**SAFETY AND DISCIPLINARY ACTION**

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.
4. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
6. Contractor shall fully comply provisions of various applicable labour laws.

**RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR**

1. Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
2. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
3. Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

**COMPLIANCE OF STATUTORY PROVISIONS**

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

Contract Labour (R&A) Act 1970 and rules 1971.

- “ Payment of Wages Act.
- “ Minimum Wages act 1948, M.P. Rules 1958
- “ Employees State Insurance Act 1948, Rules and regulations 1950
- “ Employees Provident Fund Act 1952 and Pension Scheme 1995
- “ Workmen’s Compensation Act 1923
- “ M.P. Industrial Relations Act 1960.
- “ Factory Act 1948
- “ Maternity Benefit Act 1961
- “ Equal Emolument Act 1976
- “ M.P. Shram Kalyan Nidhi Adhiniyam 1982
- “ Payment of Bonus Act 1965

“ Inter State Migrant Act.



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## STATUTORY COMPLIANCES

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### STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

### STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

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

### CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

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

### PAYMENT OF WAGES ACT

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

### ON COMPLETION OF WORK

Submit PF & inspection report

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**SPECIAL TERMS AND CONDITIONS**

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**NIT No. : FYM/WC/2020-21/DRYING/08, Date : 20/07/2020****Sub:- SAND DRYING OPERATION**

(The Special terms and conditions given hereunder supersede the relevant terms & conditions given in Instruction to tenderers and General Terms and Conditions')

**1.0 Introduction**

- 1.1 This section of the tender defines the scope of the contractor's work. The requirement and conditions mentioned in this section are in addition to what are stated in Section - I (Instructions to Tenderers) and Section- II (General terms and condition).
- 1.2 In case of any variation in the specification in Section – III (Special Conditions) & Section-I (Instructions to bidders) and/or Section – II (General Terms and Condition), the specification given in the Section -III (Special Conditions) shall prevail.
- 1.3 Brief Description of Work Site: The work is to be performed in the factory premises of BHEL, Bhopal.
- 1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc. having effect on prices. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

**2.0 LIST OF DOCUMENTS TO BE SUBMITTED WITH THE OFFER**

The contractor must submit following documents along with the offer:-

1. Duly filled, sealed and signed technical bid.
2. Tender Fee in the prescribed form (ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc.)
3. EMD as per NIT (EMD is to be furnished through e-Mode ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc. only).
4. E-mail ID (Compulsory) and contact No.
5. Labour license no. allotted by Labour commissioner Central Govt.
6. Copy of PQR documents –
  - i) Balance sheet, Profit & Loss account and income tax return for the last 3 year ending 31<sup>st</sup> March, 2019 i.e. FY 2016-17, 2017-18 & 2018-19 to be submitted.
  - ii) Copy of work order and work completion certificate to be submitted in proof of experience.
7. Provident Fund registration certificate.
8. ESIC registration certificate
9. Signed copy of all the annexures of this tender document.
10. Declaration by the contractor as given in annexure 'E'
11. Financial bid.



### 3.0 Terms & Conditions of Sand Drying Operation.

- 3.1 The **Sand Drying Operation** work shall be done in all shift as per shop requirement.
- 3.2 Contractor shall maintain the attendance register for all the shift staff, if short deployment of staff then the deduction shall be as per daily wages.
- 3.4 The contractor shall take a certificate from the officer in-charge regarding performance each month for having finished **Sand Drying Operation work** satisfactorily and successfully.
- 3.5 In the event of unsatisfactory performances or non-compliance of any of the Terms and Conditions of the contract by the Contractor, BHEL, shall have the right to terminate the contract with 02 months advance notice..
- 3.6 The contractor will be responsible for enforcing all safety regulations as applicable to BHEL and is advised to take adequate insurance cover of its representative, labourers, machines & equipment, etc.
- 3.7 Personal protective equipment including disposable clothing, gloves, and leg guards etc. shall be provided by contractor and worn by contract workers during the **Sand Drying Operation** activity.
- 3.8 The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy and wearable condition. Helmet shall be integral part of uniform.
- 3.9 BHEL, Bhopal shall provide free water & electricity at the **Sand Drying Operation** work site.
- 3.10 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 3.11 The Contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for the vehicles/cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the vehicles/cranes, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 3.12 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 3.13 The persons employed by the Contractor in respect of the work will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 3.14 The contractor shall be responsible for providing necessary staff in adequate number for satisfactory execution of work.
- 3.15 If BHEL Engineer feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 3.16 Accident occurred during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the Contractor.
- 3.17 The Contractor will have to indemnify BHEL against –
  - a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
  - b) Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.



- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to. The contractor will be required to submit Indemnity Bond in favour of BHEL as per enclosed Performa on Non – Judicial Stamp Paper of appropriate value.

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

3.19 In quoting their rates, the Tenderers are advised to take into account all factors, including any fluctuations in the market rates etc. No claim will be entertained on any account after acceptance of the tender during the period of the contract. Rate escalation will not be allowed for any reasons whatsoever.

3.20 BHEL reserves the right to short close the contract at its discretion at any point of time with one month notice period without assigning any reason thereof.

3.21 The total charges payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.

3.22 The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units. Further, in case of false information given by the bidder, as found at any stage of the contract, the bidder shall be black-listed and its EMD/ Security deposit shall be forfeited.

#### 4.0 Safety & Occupational Health

The contractor shall be fully responsible for safety of the vehicles, personnel and to comply with the security /safety regulations of BHEL/ Govt. inside factory. The contractor is required to maintain first aid box at work place. The contractor shall ensure that no damage is caused to any person/any existing work / property of BHEL/ other parties working inside the factory. Firm shall submit Medical Fitness certificate of sound health of contract workers who worked in Hazardous area from a registered medical practitioner every year.

#### 5.0 Contract Period

5.1 **The validity of the works contract shall be upto 30<sup>th</sup> June, 2021.** The activities related to **Sand Drying Operation in FYM Shop** have to be done on all the shifts on all the working days as per BHEL calendar and as & when required during holidays also.

5.2 **Mobilization: within 10 days from the date of issue of LOI / Work Order.**

**6.0 Price Schedule and taxes:**

- 6.1 Rate should be quoted strictly as per Price Schedule.
- 6.2 The rate quoted by Tenderer is inclusive of all duties, taxes, fees, octroi and other levies material, labour etc. except GST.
- 6.3 GST shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution after production of documentary proof of payment of GST to the concerned Govt. Department.
- 6.4 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor after its deduction.
- 6.5 Prices shall remain firm and no variation whatsoever shall be allowed. The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages, spare parts and other consumables after the submission of bid and during the period of contract before submission of bid.
- 6.6 Offer to be submitted without any deviation. Offer with deviation(s) are liable to be rejected. Any clarification required by bidder on tender conditions may be sought at least one week before the Last Date of Offer Submission.
- 6.7 No claim shall be admissible on account of upward/ downward revision in rate of existing taxes & duties (except GST) subsequent to bid submission. Prices shall remain firm and no variation whatsoever shall be allowed. The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages, spare parts and other consumables after the submission of bid and during the period of contract before submission of bid. In case any new tax introduced in future, shall be considered as applicable during the contract period.

**6.8 GST Clause : GST Processing rules against Bills Put up by Contractor**

(The GST processing Rules given hereunder, supersede the relevant terms & conditions given in "General Terms & Conditions and Statutory Compliances" or any other Tender document, where ever applicable)

- A) Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of BID. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
- B) HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GST IN shall be clearly mentioned by the Bidder.
- C) GST portion of the invoice shall be released only upon :-
  - i. All invoices raised by contractors/ vendors must be GST compliant Tax invoices as per GST invoice rules.
  - ii. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
  - iii. Receipt of goods/services and Tax Invoice by BHEL and
  - iv. Confirmation of payment of GST thereon by contractor on GSTN portal
  - v. Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
  - vi. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GTS portion will be released only after completion of above activity and on availment of ITC by BHEL.



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

**E) Reverse Charge under GST**

- i) In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- ii) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

**F) Liquidated damage/Penalty**

Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged extra.

**G) TAX Deduction at source**

TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

## 7.0 **TERMS OF PAYMENT**

- 7.1 The Bill for payment shall be submitted on a monthly basis as per work accomplished by the firm on the accepted rate. Progressive payment shall be made based on the actual measurements of works executed subject to the deductions towards income tax with surcharge, VAT or any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis, penalty/ LD, if applicable.
- 7.2 Firm shall submit their clear & legible bills (in duplicate) on **Monthly basis**, duly verified by concerned engineer through Measurement book. HR (CLC) & Finance Department for further checking, passing of bill and releasing payment to the party.
- 7.3 In case MSME payment shall be released within 45 days/ In case of others payment shall be released within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only. For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "C".
- 7.4 Contractor shall maintain the Attendance Register for all the staff shift wise, if the short deployment of staff then the deduction shall be as per daily minimum wages.
- 7.5 The total amount payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.
- 7.6 Payment will be made to tenderer on the basis of work executed by him, which will have no relation with the payment schedule of tenderer's employees. While every endeavour will be made by BHEL to ensure uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation/extra payment/over run compensation on this account. No interest payable on any amount due to the contractor.
- 7.7 Any disallowance of tax credit shall be recovered with interest when disallowance is attributable to them.

\*Note: Advance Payment – BHEL does not give advance of any kind as a policy.



8.0 **Provision of Bonus :-** Early completion of work is acceptable by BHEL However No reward/Bonus on any short shall be admissible.

8.1 Price shall be quoted by bidders excluding bonus.

8.2 Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs 3.31 / per hr / per day as applicable.

8.3 Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL

9.0 **Over Run Compensation (ORC):-** While every endeavour shall be made by BHEL cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any compensation/extra payment/over run compensation on this account.

10.0 **Price Variation Compensation (PVC) :-** The amount quoted by the contractor shall be firm throughout the contract period or extension thereof if any. Hence no PVC shall be applicable in this contract.

11.0 **Pre Qualification criteria :-** Shall be followed as per Annexure-I.

12.0 **Evaluation of Offer**

12.1 Technical cum commercial Bid shall be open first.

12.2 Price bid shall be opened only of Technical cum commercial qualified bidder.

12.3 The bidder shall submit complete price of the package.

12.4 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL. Total price of the package (Price schedule) shall be compared for purpose of arriving at L-1.

12.5

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

12.6 No condition or deviations should be asked for in price bid.

**FOUNDRY DIVISION**

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**INSTRUCTIONS TO TENDERERS**

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**ANNEXURE "A"****OFFER OF THE CONTRACTOR**

To,

Dy. Manager  
FYM Division  
Block-5, BHEL,  
Piplani, Bhopal - 462022

Dear Sir,

I/We here by offer to carry out the work detailed in Tender Specification No. (NIT No.) FYM/WC/2020-21/DRYING/08 issued by Bharat Heavy Electricals Limited BHOPAL in accordance with the terms and conditions thereof.

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

1. Instructions to Tenderers
2. Scope of Work
3. General Terms and Conditions
4. Special Conditions
5. Price Schedule

I/We have deposited / forwarded here with the Tender Fee and Earnest Money deposit. Details of Tender Fee and EMD payment are furnished in the check list.

EMD shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, BHOPAL.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Signature of the Tenderer  
With Seal & Address

PLACE

DATE



## ANNEXURE "B"

## CHECKLIST &amp; SCHEDULE OF GENERAL PARTICULARS

Name &amp; Address of Firm : .....

1	Type of ownership Copy of partnership Deed/Articles of memorandum of association / JV agreement / Certificate of incorporation / Certificate of registration.	
2	<b>E-mail ID (mandatory)</b> (All communications, references etc. by BHEL shall be delivered through email)	
3	Phone No. (Office & Mobile No.)	
4	Name & designation of the official of the tenderer to whom all the references shall be made	
5	Bidder's proposal No. & date	
6	Whether Tender fee submitted through e-Mode (ie NEFT/ RTGS /Net Banking/ PoS/SB Collect etc.). Please give details.	
7	Whether EMD submitted through e-Mode (ie NEFT/ RTGS /Net Banking/ PoS/SB Collect etc.). Pl. give details.	
8	Validity of offer / rates quoted for three months from the date of opening of tender	Yes / No
9	Copy of each certificates i. PF certificate ii. ESI certificate iii. Labour License iv. PAN No.	Yes / No
10	Balance sheet, Profit & Loss account for the last 3 year ending 31 <sup>st</sup> March, 2019 i.e. FY 2016-17, 2017-18 & 2018-19 to be submitted.	Yes / No
11	GST Registration No. if applicable, Photocopy Enclosed	Yes / No
12	Declaration sheet furnished (as per format Annexure 'E' enclosed).	Yes / No

NOTE : - Bidder shall fill in the following details and no column should be left blank.

Signature of the Bidder with seal

**FOUNDRY DIVISION**

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**SPECIAL TERMS AND CONDITIONS**

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**ANNEXURE "C"****FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER**

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Contractor/ Firm (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [ Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code) ] This code may differ from RTGS IFSC code.

**VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.**

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)

8 Details of TIN No. (Max 11 char)

**ANNEXURE "D"****INDEMNITY BOND****(TO BE ISSUED ON A NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)**

Whereas .....(Name of the contractor) having its registered office at..... has taken the contract for .....(name of the work) and the work has to be completed by the contractor himself/with the help of sub-contractors. But the contractor/sub-contractors have also to obtain licence under the contract Labour (Regulation & abolition) act 1970 and its rules, which can be granted if the Principal employer grants a certificate under form V of the said rules.

So on the request of .....(Name of the contractor) M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the contractor/subcontractors mentioned below. M/s .....(name of the contractor), therefore, undertake to fully indemnify M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of themselves or their sub-contractors in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

- 1.
- 2.
- 3.

Further to above M/s .....(Name of the contractor) undertake to indemnify BHEL against –

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

**Contractor**

**FOUNDRY DIVISION**

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**INSTRUCTIONS TO TENDERERS**

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**ANNEXURE - "E"****DECLARATION SHEET**

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

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

I hereby ensure that payment shall be made to the worker as per statutory prescribed minimum wages and additional wages as recommended by BHEL.

Tenderer's Name &amp; Address:

Name & signature of the bidder  
(Seal)

**ANNEXURE "F"****REGISTERS AND RECORDS TO BE MAINTAINED AS PER CLC GUIDE LINE****Every Principal employer shall maintain:**

- a. A Register of contractors in Form No. 12

**Every contractor shall maintain:**

- a. Register of contract labours in Form No. 13
- b. Muster-roll in Form-16.
- c. Register of wages in Form 17
- d. Register of deductions, fines etc. in Form 20
- e. Register of fines in Form 21
- f. Register of advances in Form 22
- g. Register of overtime in Form 23

Every contractor shall issue an employment card and is **wages slip in Form 19** at least a day prior to the disbursement of **wages in Form 14** to each worker within 3 days of the employment of the worker and issue a **service certificate in Form 15** on termination of his employment.

**NIT No. : FYM/WC/2020-21/DRYING/08**  
**DATE : 20/07/2020**

**FOR**

# **SAND DRYING OPERATION**

## **PRICE BID**

### **CONTENTS :**

1.0 PRICE FORMAT



**FOUNDRY DIVISION**  
**BLOCK - 5**

**BHARAT HEAVY ELECTRICALS LIMITED**  
( A Government of India Undertaking )  
B H O P A L - 4 6 2 0 2 2 (M. P)

# **PRICE FORMAT FOR SAND DRYING OPERATION**

(TO BE FURNISHED WITH PART - 2 "PRICE BID")

**NIT No. : FYM/WC/2020-21/DRYING/08, DATE : 20/07/2020**

Name of the Bidder : \_\_\_\_\_

Nature of work : **SAND DRYING OPERATION**

Quantum of Work : **1076 Tech. Hrs.**

## **Rate Quoted :**

In Figures (Rs. / Tech Hrs) : \_\_\_\_\_

In Words (Rs. / Tech Hrs) : \_\_\_\_\_

## **Notes:-**

1. **Price shall be quoted by bidders excluding bonus.**
2. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs 3.31 per hr / per day as applicable.
3. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL
4. Strictly avoid over writing, cutting or unclear writing. The firm should take care to fill up the rate as per Instruction-1.2 of page no 2. No claim of confusion, unawareness etc. shall be entertained after opening of bids.
5. This rate will be taken up as final rate including of PF, ESI, all other statutory Levies, uniform, shoes, helmet, supervision/admin charges/margin etc. and other Govt. taxes.
6. The **GST shall be paid extra**, as per the Govt. rules, as applicable.
7. The quoted rate shall remain firm throughout the contract period and no variation/escalation what so ever during the contract period shall be allowed.
8. **The bidder shall follow BHEL norms prevailing for wages to be paid to the contract workers. "The Contractor shall also be liable to pay hike in statutory minimum wages in October month & April month with additional wages recommended by BHEL"**

**\*Note : No condition or deviations should be asked for in this price bid.**

Signature & Seal of Contractor