



BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR – 227817



TENDER DOCUMENT

For Tender Enquiry No. : TE - 317

For

“Miscellaneous Work in Administrative Area”

Contact Person:

Name: *S.N. Tiwari*

Designation: *DGM*

Email: *snt@bhelip.in*

PH: *05361-267 207, 270107*

Tender Due Date: *17/04/2017* at 14:00 Hrs.

Tender Opening Date: *17/04/2017*, at 15:00 Hrs.

Department: *HR*

BHEL IP JAGDISHPUR, Dist. Amethi- 227817 (U.P.) INDIA



DETAILS OF TENDER DOCUMENT

The detailed content of tender document are as follows:

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The duly filled in Technical (**Part A – Along with Special terms and Conditions (Annexure D)**) and Price / Rate bids (**Part B, separately**). Should reach us in a sealed cover on or before as mentioned date in NIT, through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To,
Tender Box
Administrative Building
Insulator Plant- BHEL Industrial Area Jagdishpur
Distt. Amethi- 227817 (U.P.) INDIA

Note:

1. For relevant details please visit our website “www.bhel.com”. All bidders are advised to always be in touch with our said website until the tender is finally opened.



BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR – 227817

1.0

NOTICE INVITING TENDER

Sealed bids are invited from the contractors in two - bid for the following works as detailed below:

Sl. No.	Work Description	Tender Enquiry No. / Date	Approx. Value Of Contract (in Rs.)	EMD (in Rs.) *
01	Miscellaneous Work in Administrative Area	TE - 317 Dt. 27/03/2017	Rs 122.08 Lacs	Rs 2,44,171.00 lacs or Rs. 5 lacs one time Only

* EMD Instructions:

1. EMD amount as indicated is to be submitted by the bidders. If the bidder wishes to participate in more than one tender, one time EMD option can be done by the bidders.
2. The one time EMD amount is **Rs. 5.00 Lakhs**.
3. The one time EMD will be valid for all the tenders floated by BHEL – IP, Jagdishpur during the period up to 30th December 2017.
4. One time EMD will not be adjusted against Security Deposit.
5. One time EMD will be refunded only after the finalization of all tenders participated by the bidder.
6. The copy of the onetime EMD receipt duly endorsed by BHEL – IP, Jagdishpur, Finance Department is to be submitted with the bid.

Duration of contract : **ONE** year from the date of award of contract.

Cost of Tender documents : 1000/-

The tender documents shall be issued free of cost to MSEs. Refer General terms for detail.

Issue of tender documents : Date: - 27/03/2017, Time: - 13:00-15:00Hrs

Last date of Issue of tender doc. : Date- 17/04/2017, Time: - 13.00 Hrs.

Last date for submission of tender doc. : Date: - 17/04/2017, Time: - 14.00 Hrs.

Date of opening of Tender : Date: - 17/04/2017, Time: - 15.00 Hrs. at Admn Bldg.

Note:

1. In case tender documents are requested by post, BHEL-IP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request or receipt of tender documents by the agency.
2. EMD to be deposited along with the tender documents in the form of a Crossed demand draft favoring B.H.E.L., Drawn on Bank of Baroda, Payable at Industrial Area, Jagdishpur. or a Crossed demand draft favoring B.H.E.L., drawn on State Bank Of India, Payable at IGFC Ltd. Branch, Industrial Area, Jagdishpur, **or through e-payment mode . Tenders without EMD shall be rejected out rightly.**

NOTE:- Any other mean of deposit of EMD is also accepted as per Tender guideline (go through tender document for further details)



3. Contract will be governed by all statutory requirements amended from time to time, information furnished by the bidder in the tender document & General terms & conditions of the contract of BHEL.
4. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.
5. **Contract Agreement: The successful bidder has to sign and submit a contract agreement on a non-judicial stamp paper of Rs.100/- at his own cost within stipulated time.**
6. “BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on 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 no consideration of their bids, in case BHEL decides to go for RA.
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).
The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
If it is found that L1 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 (as available on www.bhel.com).”
As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid.
“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”



BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR – 227817

PART – A

1a. BID APPLICATION

To

Bharat Heavy Electricals Limited
Insulator Plant, Jagdishpur-227817

Dear Sir,

I / We hereby offer to carry out the work in “**Miscellaneous Work in Administrative Area**” against Tender Enquiry No. TE - 317, Dated:- 27/03/2017

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

- | | | |
|-----|--|------------|
| 1. | Notice Inviting Tender | |
| 2. | Bid Application | |
| 3. | Bid Questionnaire – A | |
| 4. | Bid Questionnaire – B | |
| 5. | Declaration by Bidder | |
| 6. | Instructions to bidder | |
| 7. | Technical Bid Format | |
| 8. | Qualifying Criteria | |
| 9. | Scope of Work | |
| 10. | General terms and conditions | |
| 11. | Evaluation of price bid | |
| 12. | Price variation clause | |
| 13. | Annexure A to C | |
| 14. | Special Terms and conditions (ANNEXURE- D) | (Part – A) |
| 15. | Price Bid Format | (Part – B) |

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

I declare that, there was never / is no Case or charge under investigation / enquiry / trial against me /us, nor conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

Signature of Bidder

Date :



1b. BID QUESTIONNAIRE - A

Tender Enquiry No. : No. TE - 317

Date: - 27/03/2017

.....
Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the **proprietor / Directors / Partners**:

c) Is any contract being operated under the Control of the bidder in BHEL. Yes / No
(If yes Furnish the details) :

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

d) Is any relative of bidder employed in BHEL Yes / No
(If yes Furnish the detail)

<u>Name</u>	<u>Staff no</u>	<u>Location / Area</u>
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Signature of the Bidder

Date :



1c. BID QUESTIONNAIRE - B:

- a) All terms & conditions of NIT against TE- 317, dated: - 27/03/2017 are acceptable to us.
(Please indicate clearly as YES/NO): _____
- b) I have quoted the rates for all items unconditionally as indicated in the Price Bid (Part B)
(Please indicate clearly as YES/NO): _____
- c) I fully understand that conditional rates are not acceptable to BHEL and such offer will be out rightly rejected
- d) I also fully understand that in case of non-acceptance of any terms and conditions of NIT , the offer will be liable for rejection
- e) Acceptance of general terms & conditions and terms & conditions of RA as provided:
Yes / No
- f) Acceptance for participation in RA : Yes / No
- g) Detail of EMD submitted like DD/Cheque/Pay in slip /E-Payment /Any other etc.

Signature of the Bidder

Date:



**BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR – 227817**

1d. DECLARATION BY THE BIDDER

I, _____ Proprietor / Director / Partner
of M/s _____,
aged _____ Yrs., S/o _____,
Residing / Office at _____

Hereby declare as follows:

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

[Signature with Name & seal of the Bidder]

Date :
Place :



2.0 INSTRUCTIONS TO BIDDER

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

Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on **Date 17/04/2017 at 15.00 hours**)

Part 'B': Price Bid to be quoted as per Tender conditions.

2.2 Part 'A' must be duly completed and sealed along with the Earnest money deposit (EMD) of Rs. 244171.00 lacs in a separate envelope super scribed "**Tender Enquiry No. 317, Dated:- 27/03/2017 Part 'A' - Techno-commercial Bid**".

2.3 The bidder shall not indicate the price or rate in the Blank price bid to be submitted along the Techno-commercial bid.

2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "**Tender Enquiry No. 317 dated:- 27/03/2017 Part 'B' - Price Bid**".

2.4.1 Tender documents consisting of Part 'A' & 'B' duly sealed in a separate envelopes should be sealed in another envelope and should be deposited in the Tender Box kept at Administrative Building so as to reach **on or before 14-00 Hrs Dt. 17/04/2017** Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on Dt. 17/04/2017 at 15.00 hours** the same day in the presence of bidders or their representatives who are present for the tender opening. Bidders who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the bidders or their representative who are notified to attend the tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time.

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

2.4.3 Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.

2.4.4 Part 'B' Price bid will be opened only in respect of those bidders who are qualified in Techno- Commercial Bid.

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

2.4.6 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the bidder. Alteration/ over-writing if any will be neatly carried out and duly attested over with the full signature of the bidder.

2.5 Name of the bidder should be written on the sealed envelope.



- 2.5.1 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
- 2.5.2 All entries in the tender document should be in one Ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.
- 2.5.3 For any further details required, Tender issuing officer of BHEL/IP, JAGDISHPUR 227817 may be contacted in person or through TELEPHONE NOS. (05361-267210).
- 2.5.4 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged but an efforts to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- 2.5.5 **The successful bidder has to depute one supervisor for the contract. In case successful bidder is awarded more than one contract, he has to depute separate Supervisor for each contract.**
- 2.5.6 **PRICE BID** - The bidders are required to submit their quotation for **all the items listed in Part "B" in the price bid format** given along with the tender documents.
- The price should be quoted for each activities after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
- The bidder will be required to quote the rates against each item of work under each group. The bidder should quote the rates against each item keeping in view of the prevailing Minimum wages.**
- The rates quoted shall not include the payment on account of Additional wage, Bonus, Employer contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Service Tax, declared Holidays, leave, night shift working allowance, CA/TA etc.
- These shall however be reimbursed by BHEL as per rules against submission of documents. However, contractors are required to take consent of BHEL before disbursement of night shift working allowance payments.**
- 2.5.7 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of due date of the tender. However if there is any change in the minimum wages of labour as per Govt. Notification, the Price Variation clause will be applicable retrospectively.
- 2.5.8 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.5.9 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.



- 2.5.10 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 2.6 BHEL reserves the right to increase or decrease the tendered quantity if the project site warrants so.
- 2.7 BHEL reserves the right to negotiate the L1 rate.
- 2.8 BHEL reserves the right to re-float the tender opened, if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
- 2.9 BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL.
- 2.10 All corrigendum will be published on BHEL website and Government tenders website only. Vendors are advised to check the said NIT regularly.
- 2.11 All statutory deduction as applicable, will be deducted from bills.
- 2.12 Wherever prescribed formats are specified for the bidder's use, he shall use the same for making his bid.
- 2.13 Successful bidders shall enter into an agreement on non-judicial stamp paper of Rs.100/- as acceptance of rates, terms and conditions of the contract.
- 2.13.1 Any communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by him in writing to BHEL IP for the purposes.

2.31 Manpower:

Though the rate contract is on SERVICE CONTRACT, the following shall be adhered by contractor

- 1) The maximum no of gate passes: ...**53** Nos Unskilled manpower and ...**06** Nos Skilled, **01** Semi Skilled, Clerk Grade..**02** & High Grade.. **03** Nos manpower against this contract will be permitted by BHEL.
- 2) There may be fluctuations in work content over estimated quantity given in price bid annexure. Contractor has to deploy the manpower accordingly. In case of more work which can't be executed by present manpower, the work shall be completed through deployment of additional manpower for which temporary gate pass shall be issued.
- 3) As per past experience, deployment of approx. ...**53**....nos. Unskilled and ...**06**... Nos Skilled **01** Semi Skilled, Clerk Grade..**02** & High Grade.. **03** Nos workers daily are sufficient to execute the yearly estimated work detailed in price bid.
 - Total Man Power deployment will be **45** No's up to 31/05/2017 and their after **65** No's.

2.31.1 The bidder shall be responsible for safety of his laborers while they are engaged for work connected with BHEL IP contract.

2.31.2 The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

2.31.3 The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be



available in the factory to control his workers and take down instructions from the designated officials of BHEL.

- 2.31.4 The bidder shall engage sufficient number of competent employees for executing the agreed work. The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 2.31.5 The bidder shall employ only such personnel who are medically fit. The company has right to direct the bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 2.31.6 Contractor shall not employ workmen who are less than 18 years of age.
- 2.31.7 Contractor has to ensure presence of his supervisor, who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with concerned section-in charge.

2.32 PERIOD OF CONTRACT

2.32.1 Initially the period of contract will be for 1 (one) year only.

2.31.2 The contract may be extended further on the same rates, terms and conditions if mutually agreed upon.



**BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR – 227817**

TECHNICAL BID FORMAT

TABLE -1

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

TABLE -2

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

Please mention "NA" if not applicable.

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

Date:

(Signature and Seal of Bidder)

.....
We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



QUALIFYING CRITERIA

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed
1.	Experience of having successfully completed similar works (All type of works / Service contract) during last 7 years ending last day of month previous to the one in which applications are invited should be any of the following: (a) Three completed/executed works each costing not less than the amount equal to 48.83 Lacs OR (b) Two completed/executed works each costing not less than the amount equal to 61.04 lacs OR (c) One completed/executed work costing not less than the amount equal to 97.66 lacs Copies of order, completion certificate/equivalent document from the executing authority shall be enclosed along with technical bid. In case of experience in other than BHEL TDS certificate from the principal shall be furnished.	Yes/No
2.	Average Annual Financial turnover during the last 3 years, ending 31st March 2016 of the previous financial year should be at least Rs. 36.62 Lacs. Audited balance sheet and Profit & loss account shall be submitted for last 3 years i.e. F.Y. 2015-16, 2014-15 & 2013-14	Yes/No

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



SCOPE OF WORK

Miscellaneous Works in Administrative Area	
Sno	Brief Description Of work
1	Canteen department (helping in food preparation, Serving food, Tea Snack etc.)
2	Helping Support in CISF Barak etc.
3	Helping in Community Centre work
4	Helping in different dept. (Commercial, Finance, Cooperative, GM Office & residence)
5	Helping in Guest House & Hospital, HR, Transport, Purchase & WEX department

Note:

- Contractor shall be responsible for the storage and security of material issued to him. In case of any loss / shortage cost of material shall be deducted from bill.
- Cleaning and upkeep of machine and machine parts after the completion of the shift work will be the responsibility of the contractor.
- The contractor has to properly educate their workmen in safe working practices in consultation with the officer-in-charge and ensure safe working condition.
- Contractor has to ensure extreme care in handling of the product at all stages of processes by their workmen.
- Before submitting the bids the contractor should visit the work place, obtain desired clarification to have clear understanding.
- The contractor shall extend help to BHEL in recording the daily attendance & movement of their manpower from their designated workplace through the system provided by BHEL,IP, Jagdishpur time to time.



3.0 GENERAL TERMS AND CONDITIONS

3.1 General.

3.1.1 The contractor shall have experience of handling work force in an industry.

3.1.2 Bidder should have the essential labour License as mandated by Contract Labour (Regulation & Abolition) Act 1970. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.

3.1.3 Bidder should preferably have independent ESI Employer code under ESI Act 1948.

3.1.4 Bidder should preferably have the independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

3.1.5 Photocopy of Letter from ESI Corporation and PF commissioner's office, to establish that bidder is independently registered as an employer under ESI and PF to be produced before commencement of work (ESI & PF code to be submitted).

3.1.6 The bidder shall also mention the PAN Number issued by Income Tax Department.

3.1.7 There should be no Case or charge under investigation / enquiry / trial against the Bidder, or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

3.1.9 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.

3.1.10 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL, IP reserves the right to reject such tender at any stage.

3.1.11 BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.

3.1.12 **OFFICIAL SECRET ACT:** The contractor shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them.

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



3.2 EARNEST MONEY DEPOSIT (EMD):

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

- a. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
- c. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d. In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- e. The EMD shall not carry any interest.

3.2.2 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.

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

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

3.3 SECURITY DEPOSIT:

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

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

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

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



(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.)

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

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

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

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

The Security Deposit shall not carry any interest.

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

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

3.4 PREFERENCES FOR MSMEs:

Tender document to NSIC registered vendors (if registered for tendered items) shall be issued free of cost & no EMD wherever called for will be insisted upon. NSIC registered unit bidders shall submit along with bid relevant documents including valid NSIC certificate. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non- submission of such documents will be 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.

If an enterprise falling under MSME category as defined in the Act, graduates to higher category from it's original category or beyond the purview of the Act it shall continue to avail all non- tax of it's original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to higher category.



3.5 STATUTORY REQUIREMENTS:

- 3.5.1 While quoting the rate, the bidders are advised to take care of Minimum wages. Present rate (with **effect from 01/10/16 to 31/03/17**) of minimum wages as applicable are as under

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Unskilled –	Rs. 7214.12 per month
Semi-Skilled –	Rs. 7935.53 per month
Skilled -	Rs. 8889.05 per month
Clerk Grade I	Rs. 9407.21 per month
Clerk Higher Grade	Rs. 9732.16 per month

The bidder will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, compensatory allowance, travel allowance, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, night shift working allowance, etc. These shall however be reimbursed by BHEL as per rules. However, contractors are required to take consent of BHEL before disbursement of night shift working allowance payments.

The Income Tax as applicable will be deducted from the bill of contractor.

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

EDLI, PF Admin. Charges, if applicable shall be reimbursed by BHEL on submission of documentary proof.

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

3.5.3 STATUTORY REGISTRATIONS AND CLEARANCES- PRE-REQUISITES

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 Form13.



3.5.4 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 Holidays & 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 holiday 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 contribution in prescribed 3A & 6A forms.
9. ESI contribution 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 as per minimum wages act, 1948 in presence of HR and concerned dept representative.
14. Preferably Uniform to labours different from BHEL employees.
15. Submit employee and employer contribution as per Kalyan Nidhi Adhiniyam 1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workman,
 - a. should submit copy of standing orders and
 - b. shall comply with the provisions of factories Act.

2. ON COMPLETION OF WORK

- a. Submit PF & inspection report
- b. Notice of completion -Form 25 A (8).

- 3.5.5 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- 3.5.6 The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- 3.5.7 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
- 3.5.8 Each bidder will be required to maintain the daily attendance of his labours in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.



3.5.9 The bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. (Minimum prescribed bonus **being 8.33%** at present). However same shall be reimbursed by BHEL.

3.5.10 The bidder will have to extend paid National Holidays and Festival Holidays to their workers as per the provisions of Act and the Rules thereof. However, if due to exigencies of work he engages his workmen on National Holidays or Festival Holidays he shall pay additional wages as prescribed under the provisions of the Act. However same shall be reimbursed by BHEL.

3.6 FAILURE TO COMPLY WITH CONTRACT

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

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

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

3.6.4 The Contractor shall bring all the necessary tools, jigs and fixtures etc., and other required materials for the job if required as per scope of the work given in the schedule and shall get the same entered in Entry and Exit register maintained at security at the material Gate.

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

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

3.7 PAYMENT TO THE CONTRACTOR

The periodicity of payment to the Contractor shall be on monthly basis. The Contractor shall raise the bill for payment as per contractual terms and conditions mentioned in the Contract, which should be duly certified by the BHEL official in charge of the contracted work. However the bill shall be raised by the contractor only after disbursement of wages payable to the workmen before 10th day of every month (with billing cycle as 1st to 30th/31st of month) in their respective bank account.

The contractor has to submit in the finance deptt. Documentary proof of all the statutory payments along with the bills of next month.



3.8 SUB-CONTRACTING

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

3.9 LAWS GOVERNING THE CONTRACT

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

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

3.10 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

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

3.10.1 CHILD LABOUR:

The contractor will not engage any child labour (i.e. any workers below the age of 18 years) and the contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment Letter to his Workmen.

3.10.2 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by each contractor:

- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
- (ii) A register of workman Form XIII (Rule 75)
- (iii) Employment card Form XIV (Rule 76)
- (iv) Service Certificate Form XV (Rule 77)
- (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
- (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I) with a copy to HRM Department regularly.
- (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

3.10.3 The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

3.10.4 Contractor has to pay following to his workmen in addition to applicable minimum wage subject to maximum 26 days in a month: -

- a) Rs 20/- per day as compensatory allowance
- b) Rs 10/- per day towards Travel allowance.



- c) Rs 3200/3700/4100 towards additional payment in a month depending upon the category (unskilled/semi-skilled/ Skilled, Clerk Grade I, Clerk Grade II & Clerk Higher Grade) which shall be indicated by BHEL.

The above shall be based on biometric attendance of his workmen duly certified by Executive In charge of the area. Profit margin will not be applicable in payment of item a & b. However the same will be applicable for item no. c above.

- 3.10.5 All the registered contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 3.10.6 Since, IP-JAGDISHPUR is a Notified Area under the provisions for ESI Act 1948, the contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (I.e. ESI code no. and ESI card etc.,) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filling of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 3.10.7 Workmen insured under ESI Act only shall be deployed in contract work.
- 3.10.8 The bidder shall submit Six Monthly return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 3.10.9 Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL IP Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.10.10 The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- 3.10.11 Monthly return in Form 12 A along with form 5 & 10(addition and deletion) and monthly Challan.
- 3.10.12 Annual Return in Form 6A along with Form 3A.

The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995

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



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- (v) Wage Register.
- (vi) PAN , Mobile , UID

3.10.13 The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948.

- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but he shall not recover the employer's contribution or the other charges from his employees in any manner.
- (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL IP such information, in the capacity of principal Employer, is required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts.
- (iii) The contractor will arrange for his own P.F. and ESI code No. from the P.F. Authorities and ESI Authorities.

3.10.14 In case of revision of Minimum Wage by the State Govt. after the award of work by BHEL IP, the contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.

3.10.15 The contractor shall maintain Form D as per Rule 5 of the PAYMENT OF BONUS ACT 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and will keep all the records in Form C as per the said Act.

3.10.16 Contractor shall supervise the work allotted to him and to be carried out by his employees.

3.10.17 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.

3.10.18 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 payable under the contract can be utilized by BHEL to discharge the liability of the contractor.

3.10.19 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

3.11 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL, IP Jagdishpur): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on



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National Holiday or Festival Holiday, the contractor will pay wages as per Section 5 sub section 2 and 3 of the said act.

3.11.1 Besides the three national holidays 15th August, 26th January and 2nd October, if (BHEL,IP,Jagdishpur) or Govt. declares any other day as a national holiday / holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.

3.11.2 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contract shall give all his workman half day leave in "A" shift only. The contractor's workmen working B and C shifts will be required to exercise their franchise during their own time.

3.11.3 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.

- | | | |
|------|------------|------------------------|
| (I) | Leave Book | Form No. 15 (Rule 121) |
| (II) | Nomination | Form No. 25 (Rule 127) |

3.11.4 The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3rd of total no. of days in the remaining year. The contractor will pay the un-availed portion of leave to worker every Six month from the start of the contract.

3.11.5 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.

3.11.6 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

3.11.7 Security deposit money of contractor will be refunded only after expiry of twelve months from the date of completion of the contract and Inspection report by ESI Authorities. In case any dues are claimed by the ESI Authorities, the dues of the contractor will be settled only after NOC from ESI Authorities.

3.11.8 The Contractor shall be required to deposit service tax as applicable as assessed by Central Excise Authority (Service tax cell) JAGDISHPUR before due date as per Act. if same is applicable as per rules in force from time to time. The amounts so spent can be claimed from BHEL after submitting the proof of the same.



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- 3.11.9** Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 3.11.10** All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 3.11.11** Contractor shall be required to submit a list of his workers to be deployed for the works contract in the enclosed Performa giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No and family member details.
- 3.11.12** The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act 1970, the Factories Act 1948, The Payment of Wages Act 1936, the Minimum Wages Act 1948, ESI Act and Employees provident Fund Act. and other relevant Acts applicable to his workmen / worker under this contract.
- 3.11.13** The contractor shall promptly furnish all information and document required by BHEL IP Authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 3.11.14** The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 3.11.15** The contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract.
- 3.11.16** The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time. The BHEL IP shall also be entitled, at its discretion to terminate the contract in full or cancel any part thereof.
- 3.11.17** In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL IP, be liable to be canceled / terminated in part or in whole. In the event of cancellation / termination of contract, the contractor shall be liable, to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed be executed by the contractor.
- 3.11.18** The contractor shall, without fail, give up to date information in writing of the attendance of the workers engaged by him. The contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the bill.
- 3.11.19** Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.



- 3.11.20** During the currency of contract, if the contractor is awarded any other work contract in BHEL IP, the contractor will have to inform the designated BHEL/ IP executive before accepting the other work.
- 3.11.21** In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time the EMD/Security deposit deposited by him shall be forfeited after a week notice issued by the awarding officer and BHEL/ IP may in its discretion award the contract to any other party.
- 3.11.22** In case of any extra work executed by the contractor, the contractor will paid on pro-rata basis.
- 3.11.23** All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 3.11.24** BHEL Management shall have a right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non observance of the said contract Labour regulations.
- 3.11.25** The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 3.11.26** The work shall be supervised by the contractor or through their authorized representatives on day-to-day basis.
- 3.11.27** The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 3.11.28** The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 3.11.29** The Contractor shall arrange necessary Insurance cover/Personal Accident Policy as applicable for their staff. If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims
- 3.11.30** BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 3.11.31** Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor the seven days notice in writing and the measurement of the work shall be made by the officer or his authorized representative at any time after due notice at the time of measurement to the contractor. When the payment is made to the contractor based on such measurement, whether or not the contractor or his agent was present at the time of measurement, he shall have no further claim against BHEL.



3.12 SETTLEMENT OF DISPUTES

- i) 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.
- ii) 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.
- iii) If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

3.13 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only **at JAGDISHPUR, where BHEL-IP is situated**. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-IP is situated and no other court shall have the jurisdiction.

3.14 ARBITRATION :

- i. 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 authority 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.
- ii. The parties to the Contract understand and agree that there will be no objection that the General Manager / Unit Head 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.
- iii. Work under the contract shall be continued by the contractor during the arbitration proceedings, unless the matter is such that the work cannot possibly be continued until the dispute or differences are settled by the arbitration and save as those which are otherwise expressly provided in the contract.
- iv. The arbitration proceedings shall be held at Jagdishpur. The jurisdiction of courts for these proceeding shall be at Jagdishpur/ Lucknow.

3.15 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.



3.16 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

a) If the Service Provider / Contractor fails to provide the required services as per the Contract on time / fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

3.17 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor (in case of sole proprietorship concern) dies, the competent authority on behalf of the BHEL shall have the option of terminating the contract without compensation to the contractor.

3.18 TERMINATION OF CONTRACT

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 at contractor's risk & cost in addition to liquidated damages in the event of following after giving a show cause notice with notice period of 15 days:

- i. Contractor's continued poor progress. Withdrawal from or abandonment of the work before completion of the work.

3.19 SAFETY AND OCCUPATIONAL HEALTH: The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of



BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.

3.20 FORCE MAJEURE: Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.

3.21 FRAUD PREVENTION POLICY : "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

3.22 SUSPENSION OF BUSINESS DEALINGS WITH BHEL : The guidelines for suspension of business dealings are available on www.bhel.com and will be guiding criteria in case of any misconduct/default/use of illegal means etc. is resorted by vendor/contractor. The details of different type of default/misconducts are available in guidelines.

3.23 EVALUATION OF PRICE BID: Rate must be quoted for all the activities mentioned in the price bid Performa as the job would be awarded to successful bidder on Turnkey basis. In case bidder does not quote rates for all activities, BHEL reserves the right to reject such offer.

Evaluation of the L-1 offer shall be computed on overall basis (Grand Total Price for all the items with material (if any), labour and Profit Margin inclusive of Supervision charges, contingency (if any) for all the activities in the tender.

However the cost quoted towards the mandatory & statutory requirements shall remain excluded for L1 evaluation purpose. In the event of two or more bidders appear as L1 bidder the selection of the bidder will be on the basis of Lottery to be held in presence of representatives of L1 bidders.

The rates quoted by the bidder should be workable and comply to all statutory requirements. for labour supply contracts, bids lower than the minimum statutory amount, i.e. minimum wage, PF, ESI, etc. shall be rejected).

For quote of profit margin:- value up to two decimal place will be consider for calculation, value beyond the second place of decimal will not be considered for evaluation.



3.24 PRICE VARIATION CLAUSE: In the event of revision to minimum wages by government notification, the rates in the contract for the labour portion only would be revised as per the formula given below. The applicable rates would be payable by the contractor to the workmen and other statutory authorities, as per rules, from the effective dates and the same will be reimbursed by BHEL. **PVC will not be applicable on material cost.**

Formula for price variation for

- a. % increase in minimum wage =
$$\frac{\text{Increased wage due to revision}}{\text{Old minimum wage}} \times 100$$
- b. Margin for revision of = Old rate (labor) per unit x % increase (a)
Minimum wage per unit
- c. Revised rate (labor) per unit = Old rate (labor) per unit + Margin (b)
- d. Revised rate (total) per unit = revised rate (labor) + material rate (if any)

3.25 SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto:-

- a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- c) In case of an Individual, full name, address, place & nature of business and license relating to.
- d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.

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

3.26 TERMS OF PAYMENT:

- A. Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).
- B. All payments shall be released through electronic-pay mode only.
- C. BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard.



- D. Service tax, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.
- E. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- F. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- G. Contractor shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- H. Normally, payment shall be made within 45 days of receipt of bill at BHEL.

3.27 LD/ PENALTY FOR DELAYED PERFORMANCE :

For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week for unexecuted portion of work subject to maximum 10% of work order value. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done.

3.28 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/ INTIGRITY PACT

The Contractor will have to indemnify BHEL against:

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

3.29 BHEL IP Jagdishpur shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL IP Jagdishpur. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable



to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

3.30 That BHEL-IP Jagdishpur will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-IP Jagdishpur. If any such claim is made against BHEL-IP Jagdishpur by any worker or his heirs engaged/employed by the contractor, which BHEL-IP Jagdishpur is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- IP Jagdishpur premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-IP Jagdishpur all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- IP Jagdishpur against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

3.31 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper. The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of appropriate value.

3.32 In case of contract estimate is equal to or more than Rs. 5 Crore Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.



(To be made on Bidder's letter head)

DECLARATION SHEET

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

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

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

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

Date:

Name & Signature of the bidder

(Seal)



BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR – 227817

ANNEXURE B

(To be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

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

Date:

Name & Signature of the bidder

(Seal)



BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR – 227817

ANNEXURE C

(To be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

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

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

Date: (Signature of Authorized Signatory)



ANNEXURE D

Special Terms. & Conditions:

1. Manpower will be deployed considering requirement of amount of work at work place after instruction of BHEL shop executive (Max. Nos. of manpower will be as per Tender)
2. Shop executive has the power to take any disciplinary action against workmen in case of loss or rejection incurred to BHEL by them.
3. Materials, tools and tackle will be provided by BHEL.



PART B

PRICE BID FORMAT: SERVICE CONTRACT

- 1 Title of work: **Miscellaneous Work in Administrative Area**
- 2 Tender No. **317** Dt. 27/03/2017
- 3 Minimum Wage per Labour per month as on date.....
 - a) Rs..... p.m. **(UN skilled)**
(Rs only)
 - b) Rs..... p.m. **(Skilled)**
(Rs only)
 - c) Rs..... p.m. **(Semi-Skilled)**
(Rs only)
 - D) Rs.p.m. **(Clerk Grade – I).**
(Rs only)
 - E) Rs. p.m. **(Clerk Higher Grade)**
(Rs only)
- 4 Profit margin of supervision/contingent charges %
(In word.....)

Note:

- 1) Rates to be quoted in figures and words by the Contractor.
- 2) L-1 bidder shall be decided on the basis of Total Cost to BHEL.
- 3) Service Tax separately will be applicable on total quoted amount.

I/We agree to execute the above work on terms & conditions as per the tender documents.

Signature of the bidder

Address