



TENDER DOCUMENT
For Works Contract

For Tender Enquiry No. : **TCX/TW/8/07**

For

“(Disposal of Domestic garbage from township.)”

Contact Person:

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Tender Due Date: **17/08/2018** at 13:15 Hrs.
Tender Opening Date: **17/08/2018** at 14:00 Hrs.

Rev Date:	Short details of revision (In case of revision in tender document, otherwise NA)
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Township Civil Department
BHEL, PO: BHEL, Jhansi 284120 (UP)



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TW/8/07 date: - 25/07/2018

TD: 2018-19, Rev- 00

DETAILS OF TENDER DOCUMENT

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Nature of work:- **Disposal of Domestic garbage from township..**

1. BHEL JHANSI is in the process of finalizing the Works Contract for **Disposal of Domestic garbage from township..**

The duly filled in Technical and Price / Rate bids along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for **Tender No. TCX/TW/8/06 DATED 25/7/2018**" should reach us in a sealed cover on or before **17/08/2018 (13.15 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To
Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120. UP

Note: 1) Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

2) Technical bid and price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the "bids" are liable to be rejected.



Bharat Heavy Electricals Limited, Jhansi

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Tender Documents

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Annexure -A

NOTICE FOR INVITING TENDER

S. No	Particulars	Details
1	Brief Description of work	Disposal of Domestic garbage from township.
2	Tender Evaluation Criteria	<i>(QR as per Annexure C), Awarding on overall L1 basis</i>
3	Duration of Contract	<i>12 month</i>
4	Last date of Sale of the Tender	<i>Upto 15:00 hrs on 16/08/2018</i>
5	Last date of receipt of the Tender	<i>Upto 13:15 hrs on 17/08/2018</i>
6	Date of opening of Techno – Commercial Bid.	<i>14:00 hrs on 17/08/2018</i>
7	Address for submitting the Tender	Tender Box CISF Control Room/Office Administrative Building
8	Earnest Money Deposit * (EMD)	<i>Rs.8442.00</i>
9	Cost of Tender	<i>Rs 200 plus 18.00% GST (as applicable) = 236/- Rs Two Hundred Thirty Six only (payable in cash at BHEL cash office or through a Demand Draft in favor of "BHEL, Jhansi" along with technical bid, in case the documents downloaded from website)</i>
10	Validity of Offer	<i>90 Days</i>
11	Security Deposit	<i>5 % of Contract value</i>

Note:

The EMD may be accepted only in the following forms:

(i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL account details: Bank Name:- SBI; A/c NO. : - 10670828866; ifs Code:- SBIN0003807

A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

The Tender cost may be accepted either by credited through RTGS/NEFT/EFT/IMPS/ECS or deposited by pos machine in cash section in BHEL ADM Building. The contractors may physically visit the work place before quoting their rates. For relevant details please visit our website "www.bhel.com" &

www.bheljhs.co.in



Bharat Heavy Electricals Limited, Jhansi

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Annexure B

WORK SPECIFICATION/SCOPE OF WORK

DETAILS OF WORK

S.No.	Description of Items	Qty.	Unit
1	Collection & Disposal of Domestic garbage by mechanical from following transport including loading & unloading upto a lead of 3.6 kilometers. (a) From dustbins including brooming around dustbins as per direction of engineer-in-charge. (b) From Haat markets (Weekly market) (c) Removal/disposal of dead unhorned animals from Townships per requirement and direction of Engineer-In-charge. (d) Picking and disposal of light weight scattered material like polythene, paper, card board, packing material, dead trees & plants, leaves etc. within a area of specified in township as directed by Engineer Incharge. (e) From all marriage gardens / places situated in BHEL permissess as per their booking status.(Department will inform to contractor about the booking status of marriage gardens/ places sepreatly.)	1675	Trip

QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) GST Registration with valid documentary proof
- 3) Should have independent ESI Code number.
- 4) Blank Price Bid (JS 472) as per annexure " G"
- 5) Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /- as per annexure " V"
- 6) EMD & TENDER COST
- 7) **Average Financial Turnover:** Average Annual financial turnover from during the last 3 years, ending 31st March 2018 should be at least **Rs. 1.27** Lakhs duly audited financial statement/balance sheet/certified by CA to be submitted as supporting documents. If all balance sheet/ financial statement are not available for three years than the average shall be calculated by dividing the sum of turnover of submitted balance sheet/certificate from CA/Financial statement by three.
- 8) Experience of having successfully completed similar works during last 7 years ending **30 June 2018** should be either of the following:-
 - a. Three similar completed works each costing not less than the amount equal to **Rs. 1.69 Lakhs** of the estimated cost.
Or
 - b. Two similar completed works each costing not less than the amount equal to **Rs. 2.11 Lakhs** of the estimated cost.
Or
 - c. One similar completed work, each costing not less than the amount equal to **Rs. 3.38 Lakhs** of the estimated cost.

Similar work means: - All type of works and service contract.
- 9) Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector, relevant TDS Certificate must be attached as evidence.
- 10) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure F.



Bharat Heavy Electricals Limited, Jhansi

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Annexure -D

GENERAL TERMS AND CONDITIONS OF ENQUIRY (JHS2055B R00)

I. General:

- A. These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations for Labour Supply Contracts and / or rendering of Works Contracts to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL) for its requirements .
- B. Special / supplementary enquiry conditions, & Checklist requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document.
- C. Commercial Conditions quoted by the vendor in any place including as stated in bidders 'General Terms and Conditions' if any, shall not be binding on BHEL. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
- D. The details of Notice Inviting Tender (NIT), Work Specification, and associated Qualifying Requirements are enclosed separately to the respective enquiry.

II. Instructions to Bidders :-

- A. Sealed bids are invited for scope of Supply of Labour / Works, as detailed in the enquiry. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, correction, erasure, or overwriting shall be valid only if they are attested under full signatures of person(s) signing the bid , else bid shall be liable for rejection. Any overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.

Price quoted should be as per Price Bid Format, as applicable (Excel Sheet - Form JS 145 for labour contracts / Form JS 146 for Works Contracts) enclosed as soft copies to the Enquiry. Bidder to fill the same as called for in the respective form (Excel Sheet enclosed to the NIT) , take a print, and submit the Price Bid with seal and stamp. If Price is quoted in any other format other than the Excel Sheet enclosed to the NIT , the offer of the bidder will be rejected. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted in figures in the unlocked cell of the excel sheet, and a provision is made in the excel sheet to derive the corresponding value in words.

- B. In case of non-conformities / errors / discrepancies are observed between the quoted prices in figures and that in words, following guidelines are to be followed-
 - i. In the price structure quoted, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be governed and the unit price corrected accordingly.
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.
- C. Bids shall be submitted in a Sealed cover with Enquiry No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part –II bids, as the case may be. (Wherever, bids are called for in Single Part i.e Price Bid only, the same shall be mentioned in the respective enquiry) Part – I bid In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) Technical Offer (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT),and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover Part –II Bid Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover
The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.
- D. All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve cross verification with the respective clients, and assessment of financial strength. Price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed, in advance, to the concerned whose Technical bid has been accepted, for witnessing the Price Bid opening
- E. Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered.
- F. In cases of Works Contracts, BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. 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). For further information on RA, the bidders are advised to apprise themselves with the RA guidelines available at www.bhel.com

- G. Offers shall be submitted directly by the bidder or his authorized agent / representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
- H. Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
- I. The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within 30 days of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
- J. 1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders.
2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry.
3. In case of changes in scope and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
- K. Wherever the enquiry is issued to registered contractors for the particular type of work, BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's list of registered contractors.
- L. Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com. The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in. The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vendor_registration/vendor.php
- M. In case of press tenders (i.e. those published in newspapers) all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL website. (www.bhel.com & www.bheljhs.co.in) only. Bidders responding to press tender should regularly visit website(s) to keep themselves updated.
- N. In case of labour contracts, if bidders have submitted 'NIL' charges / amount over and above the contractual liabilities as mentioned in the price bid sheet, the bid shall be termed unresponsive and will not be considered (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014.). In case a bidder quotes beyond first decimal, then second decimal and beyond will be ignored during evaluation, and only first decimal will be considered for evaluation and payment.

- O. BHEL shall be under no obligation to declare a bid as lowest tender, if prima facie, it comes out that the bidder has made a desperate effort to be L1 by quoting unreasonable commission charges w.r.t. Estimate which includes Financing cost (Supervisor cost, Administrative cost, Statutory liabilities, Interest, etc.). Such offers are liable to be rejected. And the decision of BHEL shall be final and binding to the concerned bidders, for all consequences.
- P. In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts(wherever feasible) from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding to all the concerned bidders, for all consequences
- Q. At the time of submitting the offer, the bidders are required to submit a self-declaration on Stamp Paper of Rs. 100/-
- (i) that have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude,
 - (ii) that have not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any other Unit / Office of BHEL or any other organization, before or till, on the date of tender,
 - (iii) That they shall not be influenced by anyone in deployment of labour, for the contract.
 - (iv) That they will deploy persons preferably with experience developed in BHEL Jhansi, for the contract.
 - (v) that the manpower deployed for the contract shall be competent to carry out the assigned task,
 - (vi) That the manpower will be deployed after acceptance of the Head of the Executing Department.
 - (vii) that BHEL shall reserve the right to reject any labour deployed - if found not having the requisite documents, proficiency, experience etc. for the relevant task or found involved in any misconduct.
 - (viii) That they undertake to pay minimum wages to the labour employed by them in the contract, and also undertake to abide by all statutory and regulatory requirements, as also the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi. The Format enclosed as Annexure V is to be submitted necessarily along with the tender, else the offer will be rejected. The successful bidder (s) shall necessarily comply with all the clauses outlined in the undertaking submitted. If any discrepancy / deviation is observed during running of the contract in this respect, BHEL holds the right to take necessary action against the bidder(s) and all such decisions, so taken, shall be binding on the bidder(s)
- R. BHEL can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder. The loading will also be subject to factors like (a) Performance of the Contractor during execution of contract, (b) Pendency of liabilities on behalf of the Contractor in other contracts and (c) responsiveness in addressing pending issues at BHEL. In view of above factors, the loading during execution of contract may vary with respect to allocated quantity. During execution, if the performance of Contractor is not

upto the mark in respect of performance, BHEL reserves the right to either reduce further loading or stop loading till the successful execution of overdue contracts. In such cases the balance allocated full or part quantity of the defaulting contractor(s) may, at the discretion of the BHEL Jhansi, be re-distributed to other performing and willing contractors of the contract. In this respect, the decision of BHEL shall be final and binding.

- S. The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, besides BHEL taking appropriate punitive action as deemed fit.

III. Benefits earmarked for Micro & Small Enterprises (MSEs)

- A. MSE bidders who are registered by bodies like MSMED, NSIC & DIC specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) can avail the intended benefits only if they submit along with the offer, relevant documents including valid certificate as mentioned in “ Format for Supplier MSME Status’ on Supplier Information Portal of BHEL, Jhansi. In case the valid MSE registration of the bidder is already updated in Supplier Development Cell (SDC) records of BHEL, Jhansi, it may not submit the details again.
- B. Tenders to MSE suppliers shall be issued free of cost & no EMD wherever called for will be insisted upon. However, such MSE bidders shall submit along with bid, relevant documents including valid certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of two part bid). Non- submission of such document will lead to consideration of their bid, at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.. Documents should be notarized or attested by a Gazetted Officer.
- C. In tender, participating MSEs quoting price within price band of L1 (on total cost to BHEL) +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered quantity. In case of more than one such MSE within price band of L1 (on total cost to BHEL) +15%, the supply shall be shared proportionately (to tendered quantity, as per their tender ranking of the bidders and also their SC/ST status). However if there are more than one MSE vendor at the same price level, then the quantity shall be distributed equally. A quantum of 4% out of 20% quantity, so earmarked, will be reserved for MSE’s owned by SC / ST entrepreneurs who submit their bid with relevant documents. However, such distribution shall be subject to the tender requirement in terms of Customer approval of vendors, divisibility of quantity, etc. While all efforts shall be made to ensure compliance to the stated distribution, the decision of BHEL in distribution stated in this clause shall be binding on all bidders. The above distribution is not applicable (a) where L1 vendor is MSE vendor and minimum 20% share is assured to the L1 bidder in the tender, or (b) where the MSE bidders qualified for distribution as per ‘ manner of splitting’ clause in NIT already cater to 20% share in the tendered load.
- D. Wherever the bidder backs out in a tender, BHEL reserves the right to recover the Tender Cost / EMD cost from the bidder either from the running Bills of the Bidder or lodge a claim with the Banker of the Bidder In case it comes to notice that the bidder is found responsible for misconducts like, having submitted fake/false/forged documents/ certificates, has misrepresented the facts, has wilfully suppressed the

facts, has resorted to unethical/ illegal means, etc., action shall be initiated against such bidders as per the extant guidelines of the Company for suspension of business dealings.

- E. The above benefits for MSEs will not be applicable to those works contracts which includes all works associated with site preparation, construction, re-construction, demolition, repair, maintenance or renovation of (i) buildings, installations or other structures; (ii) roads, storage sheds or other infrastructures including enabling works; (iii) any construction project; or any construction work relating to excavation, drilling, installation of equipment and materials; (iv) services and/ or supply of materials incidental or consequential to the works.

IV. Tender Evaluation Criteria

The evaluation of the tender shall be carried out as follows-

- A. Capability of the Contractor will be assessed on the pre-qualification criteria (if mentioned in the relevant enquiry), basis of employees including supervisors on their rolls, , previous track record, experience in other organizations, any pending defaults of the contractor, etc. In case of works contracts, if required, the details of machinery, equipment in possession of the contractor also will be assessed. BHEL officials may cross check with the respective clients, to evaluate the capability and assess the performance
BHEL reserves the right to reject the offers which do not meet the qualifying criteria or those offers with deviations or load the deviations suitably for evaluation
- B. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
- C. Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions after considering, inter alia, Taxes and Duties, if any.
- D. The contractor shall be awarded the work on overall L-1 basis, if otherwise not specified in the tender document.

- V. Pricing Terms-While quoting the price , the bidder must keep in view the prevailing applicable minimum wages of the Government of UP. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, supervisory cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly. In labour contracts, Price quoted towards commission charges will be as % age of total wage bill (inclusive of PF, EDLI & ESI , but exclusive of Bonus, Uniform, Insurance, GST) . In case of Works Contracts, (a) wherever evaluation is for each item, Price quoted will be on " Rs. / Unit of measurement' basis, and (b) wherever evaluation is for total package, Price quoted will be on " lump sum basis' basis, wherein the 'item rate ' will be calculated on %age allocation basis for each item

Prices once quoted towards commission charges shall remain firm within the validity or any extension thereof for award of contract, till complete execution of the contract, without any escalation / increase for any reason, whatsoever, unless specifically provided for in the Enquiry & Contract.

- VI. Price Validity : The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement, for a mutually agreed period, on same terms, conditions and rates. Once the contract is finalized, the rates agreed upon shall be valid for the period of contract as stipulated in the tender. In case the contract is for a period of two years, on successful completion of work after one year, the Contract may be

extended for a period of one more year, The Contractor is bound to execute the contract during the second year, without any demur. If the contractor fails to execute the contract during the second year, BHEL reserves the right to execute the contract through alternate sources at the risk and cost of the Contractor and the Company reserves the right to take appropriate action against the Contractor. In case of an adverse feedback on the Contractor during the first year, BHEL may take necessary action to award the contract on alternate sources at the risk and cost of the Contractor.

VII. Validity of Contract - The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement, for a mutually agreed period, on same terms, conditions and rates. Once the contract is finalized, the rates agreed upon shall be valid for the period of contract as stipulated in the tender. In case the contract is for a period of two years, on successful completion of work after one year, the Contract may be extended for a period of one more year, The Contractor is bound to execute the contract during the second year, without any demur. If the contractor fails to execute the contract during the second year, BHEL reserves the right to execute the contract through alternate sources at the risk and cost of the Contractor and the Company reserves the right to take appropriate action against the Contractor. In case of an adverse feedback on the Contractor during the first year, BHEL may take necessary action to award the contract on alternate sources at the risk and cost of the Contractor

VIII. Contractor's obligations-

A. Towards selection, control and supervision of employees-

1. In the case of labour supply contracts, the number of labour required, at a given point of time, will vary, and the Contractor shall deploy the labour accordingly, as per advice of executing department. In the case of works contracts, Contractor shall deploy the labour for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications. The Contractor shall provide the copies of the appointment letters. The letter of appointment should specify the date of termination or a stipulation of a happening based on which the contract of employment will discontinue. The labour shall be deployed within 15 days of award of contract.
2. Contractor shall supervise the work allotted to him and to be carried out by his labour.
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.
- 3.1. Aadhar card is mandatory for contract labours and supervisors for making of their gate pass for entry in BHEL premises.
- 3.2. Contractors are advised that contract labours must be employed without any discrimination on caste or creed basis.
- 3.3. Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
- 3.4. **Communication & Correspondence** : - Bidder has to provide at least one authorized email ID for fast communications. Two email IDs are desirable. All official communications shall be sent to email / IDs and hard copies will not be sent. Such communication shall be deemed as delivered and final. Bidder has to regularly view his email box and also remain in touch with the department to remain updated. Non viewing of mail box or non functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones

numbers should also be provided for communication / reminding. Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he should revert back to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e mail ID should be properly communicated in person, e-mail & hard copy. Non response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penal action for which contractor shall be solely responsible.

- 3.5. **Care & Treatment:** Contractor or his representative should be in regular touch with all his employees during all work timings. If any worker falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him for proper medical care. Delay / ignoring will be treated as violation of contractual obligations.
4. **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
5. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such labour shall be hale and healthy and should not suffer from any communicable diseases. Such employees should possess requisite, proficiency, experience etc. acceptable to BHEL.
6. **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee, then such loss shall be assessed and recovered from the running bills of the contractor or from the Security Deposit.
7. The contractor, on advice of authorized BHEL official, shall immediately redeploy the labour to other areas. The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official, is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission..
8. Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
9. Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website) . The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
10. **Record Keeping:** Contractor shall maintain appropriate records of his employees deployed, at all work places, to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns, which will be available at all times, for inspection by various authorities at short notice. If during inspection, the attendance records are not available at work place, the Contract is liable to be short closed.
11. **Uniform:** The contractor shall be responsible to necessarily provide to his workers, in the first month of start of Contract, uniform and safety gears such as shoes, helmet and PPE, as listed in the Enquiry. This distribution shall be done in the concerned Department in the presence of representative of HR and Executing Department . The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta / kameez/ top for female.

The uniform should have logo of the contractor's firm / company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. The stitching and logo charges should be borne by the contractor. Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty. Contractor has to provide an Undertaking that he has provided Uniform, Shoe, PPE to the contract labour in the first month of start of Contract. This will be signed by Department and HR personnel who have witnessed the distribution. The first monthly bill of the Contractor shall be cleared only after submission of this undertaking. In case of non-compliance in the first month, a penalty of (1 % of contractor commission or Rs 5000 / -, whichever is higher) shall be recovered from the Contractor Commission / Security Deposit. In case of noncompliance beyond second month, notice for termination of the contract shall be issued.

12. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required. In case of failure to do so, necessary penal action shall be taken against the Contractor.
13. Tools, tackles and materials :Wherever mentioned in the enquiry, Contractor shall provide to his employees all tools, tackles, material, equipment as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipment or material.
14. Contract shall in his absence keep competent agent constantly on the works and any directions / explanations given by the 'Contract Executing Officer 'or his representative to such agent shall be held to have been given by the Contractor himself.

B. Towards statutory liability-

1. BHEL shall not be responsible for any claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law, in connection with labour deployed by the Contractor. 2
2. The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.
3. The Contractor shall attend to all inspections notified / conducted by the HR department of BHEL, Labour Department, P F Authorities, Factory inspectors, ESI Inspectors, or any other such authorities under the Act, failing which appropriate action shall be initiated against the Contractor.

C. Towards Finance-Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipment, if required, to his employees, payment of wages to his employees etc.

D. Towards Labour Licence

1. Labour Licence

- i. Contractor shall within 15 days of commencement / completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii. Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall

possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.

- iii. In case the number of employees desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- iv. The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.
- v. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation& Abolition) Act 1970 and forward a copy to HR Department.

2. Personal Accident Insurance Policy-

- i. Contractor shall necessarily buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract.
- ii. The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii. The policy should be purchased from Govt. under taking company.
- iv. The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.

E. Towards Provident Fund

1. The contractor should get / have independent EPF code before deployment of his contract worker against contract.
2. The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.
3. In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.
4. After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.
5. The Contractor shall liaise with the PF officials to get the annual PF slips and distribute amongst his own workers. Security Deposit shall be released only after submission of PF slips of workers.

6. PF Contribution :-

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid	PF Contribution	3.67 %
As applicable by respective Govt./ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).	Insp and admin charge. (subject to minimum Rs. 500/- per challan)	0.65 %
	Admn. / Insp Charges	0.50 %
	Pension Fund	8.33 %
	EDLI Charges (subject to minimum Rs. 200/- per challan)	0.01 %
	Total	13.16 %

7. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

F. Employees State Insurance.

- The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- At the time of joining the contractor shall get the self / family registration form filled by the workers and submit to the local ESI office.
- The contractor shall facilitate collection of issued ESI cards by his worker.
- As applicable by Government/ respective agency, the existing wage limit for coverage under the Act is Rs. 21,000/- per month w.e.f. 01/01/2017.
- ESI Contribution-

Employee's Contribution	Employer's Contribution
1.75 % of gross wages	4.75 % of gross wages

- The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and Finance department.
- The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-

Form XIII	Register of Workmen employed by contractor (Rule 75)
Form XIV	Employment Card issued by contractor (Rule 76)
Form XVI	Muster Roll 78(1) (a) (i)
Form XVII	Register of Wages (Rule 78 (1) (a) (i)
Form XVIII	Register of wages-cum Muster Roll (in case of weekly Payment)
Form XIX	Wage Slip (Rule 78)(1) (b)
Form XX	Register of deduction for damages of loss (Rule (78)(1) (a) (ii)
Form XXI	Register of fines (Rule 78) (1) (a) (ii)
Form XXII	Register of advance (Rule 78) (1) (a) (ii)
Form XXIII	Register of overtime (Rule 78) (1) (a) (iii)
Form XXIV	Return to be sent by the contractor to licensing officer (Rule 82)
Form XII	Register of Adult Workers
Form XIV	Leave with wage register
Form XV	Leave book

8. Contractor shall fully abide by the provisions of various applicable labour Act / laws and all other enactments as applicable for such contracts.
 9. The Contractor shall display the list of Contract workers and list of those to whom the PF / ESI is given, every month, on the display notice board.
- G. **Bonus:-** The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to L.E.O Office.
- H. **Leave with Wages to their employees:-**
- i. For every 20 working days worked, one paid leave will be payable by the Contractor. The Contractor shall pay the unavailed portion of the leave along with monthly wages / at the end of the Contract period. Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.
 - ii. The contractor will give paid National Holidays (namely 15TH August, 2nd October , 26th January and any other National Holiday as declared by Government of India and endorsed by BHEL) to his employees.
- I. **Towards Conduct:-**
- i. Contractor shall comply with all the provisions of Labour Laws and attend the office or any other place as directed by the Authority of any labour department or Authority / Officer of BHEL Jhansi.
 - ii. Contractor shall behave properly with the dealing officials of BHEL Jhansi and shall not use baseless or unparliamentary word or language against any of them in verbal/written communications, and shall not make any unfounded or unsupported defamatory allegation whatsoever against any officials of BHEL Jhansi. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL.
 - iii. Contractor shall necessarily receive any letter, notice or communication issued by BHEL Jhansi in respect of the contract, and comply with the instructions, contained therein.
 - iv. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit ,shall be taken by BHEL.
 - v. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.
 - vi. Whenever it comes to notice that undue influence (external) is exerted to appoint select labour, the Contractor shall report the same immediately, with necessary details, to the Head of Executing Department & CCC
 - vii. Contractor shall not charge any undue money from his employees who are taken on roll for BHEL contracts. Any complaints received regarding contract worker exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment, demanding money from contract workers) shall be viewed very seriously, and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during running of the Contract.

- J. **Non compliance of obligations :-** That in the event of any act or activity in contravention of above clauses mentioned at clauses VIII (A) to VIII (I) above, and if any deficiency comes to notice of BHEL that the Contractor has failed to discharge any of the above obligations, the Contractor will be informed of the same and asked to rectify the deficiencies within three days, failing which, BHEL reserves the right to impose penalty / suspend the Contractor / terminate the contract, and take alternative action at the risk and cost of the Contractor.

IX. Deposit Submission

A. Security Deposit

1. **Modes :-** To ensure performance of the contract, the successful bidders who are awarded the contracts are to submit a Security Deposit for 5 % of the Contract Value. This is applicable to MSE bidders also. Security Deposit will be accepted in the following forms.
 - i. Cash (as permissible under the extant Income Tax Act).
 - ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. / Consortium Banks (as updated on BHEL website) . The Bank Guarantee should be as per BHEL format (Annexure IX)
 - iv. 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 furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - v. 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. Waiver will be available as per extant Works policy available on BHEL intranet)
2. **Collection of Security:-** Deposit At least 50% of the required Security Deposit, preferably by way of suitable Bank Guarantee, should be submitted before start of the work. The Bank Guarantee shall be from Consortium Banks of BHEL, the list of which is uploaded on Supplier Information Portal. Balance of the Security Deposit can be deposited either in the form of Bank Guarantee, Pay Order, Demand Draft, Cheque or 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. The applicable Stamp Duty Charges are mentioned below-

Sl.No.	Security Deposit	Stamp Duty Applicable
1	Pay Order, Demand Draft, Cheque or recovery from running Bills	Rs 125/- per Rs.1000
2	Securities available from Post Offices such as NSC, KisanVikasPatrasetc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3	Bank Guarantee from Scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/

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 Security Deposit 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.

3. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
4. The Security Deposit shall not carry any interest.
(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. Waiver will be available as per extant Works policy available on BHEL intranet. Wherever a Bank Guarantee, if due for extension, is not extended by the Contractor, the same will be encashed by BHEL)

X. Modalities

1. Appointment and Entry in Factory Premises

1.1 The contractor shall submit the following to HR, contracting department and CISF.

- i. The details of the worker proposed to be deployed.
- ii. Proof of remittance of fees for character certificate (not older than three months) at District Magistrate's Office along with Police Verification Certificate (without any adverse remarks) OR Character certificate (not older than three years) issued by District Magistrate's / ADM / SDM / SP / DSP Office
The Contractor should submit the character certificate within 60 days of issue of Gate Pass, failing which the gate pass of the worker will be discontinued.
- iii. Copy of employment card issued by contractor to his own worker as per Annexure II
- iv. Agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper, as per Annexure VI

1.2 Pursuant to submission of documents and the permission accorded by BHEL w.r.t the manpower proposed to be deployed by the contractor, the photo identity card shall be issued by the Contractor to the employee and submitted to HR department for issue of Gate Pass as per Annexure I. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.

1.3. The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.

1.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as annexure III.

1.5. The entry of contractor's workers in factory premises shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return



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of biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs. 200/-(Rupees two hundred only) per card shall be deducted from the Security Deposit of the contractor.

1.6 In case of labour supply contracts, the required man days will be deployed by the contractor based on periodical requisition of the department considering total man days at his disposal and the workmen required by BHEL during the tenure of the contract.

1.7. In case the labour employed by the contractor do not come in uniform, CISF may restrict their entry inside the factory.

2. Attendance and Payment of Wages-

- i. Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in Form 16 of muster roll. Contractors are required to give attendance of workers deployed by them to the official of the Department, on all working days.
- ii. Statement of Wages of labours deployed by him in Form 17 under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
- iii. The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wages, additional wages (presently Rs.123.08, 142.31 & 157.69 per day for USW, SSW & SW respectively) shall also paid to the employees as per their skill category. Any increase in minimum wages or increase in Variable DA by appropriate Government, the same will be reimbursed if applicable during the currency of the Contract. In case of decrease in Variable DA by the appropriate Government, the same will be deducted from the running bills of the Contractor.
- iv. In case of labour supply contracts, the monthly attendance of the previous wage period shall be submitted by the Contractor on the 1st of every month, for verification by the Executive of the Concerned User Department. The Executive of the User Department, shall examine the veracity of the attendance as per extant guidelines of BHEL Jhansi, based on available records. Once the same is vetted by the User Department., the Contractor will initiate action for issue of pay slips to the contract labour deployed by him.
- v. The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- vi. The contractor shall make payment to his own employees based on the actual attendance / work done (as the case may be), before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, mandatorily through direct credit in the Bank Accounts of the work force (EFT). The Bank statement shall be verified by a representative from the area where the contract labour is deployed. Opening of Bank Account and making the payment of wages in the respective bank account is the responsibility of the Contractor. The payment of wages to the employees shall not be subject to payment against the contractor's bills by BHEL. In case the Contractor fails to make the payment by 7th of the month, the Security Deposit of the Contractor and all other dues shall be utilized by BHEL to discharge the contractor liability. Wherever BHEL has discharged the liability on behalf of the contractor, the Contractor shall replenish such amount immediately.
- vii. The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks within such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month. In case of noncompliance, the bill of the Contractor shall be withheld.



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- viii. In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly, then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

3. Measurement of Work and Payments thereof

- i. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
- ii.

Section "A"				
Item no.	Ref.	Description of Item	Unit	Quantity
As per Price bid				

- iii. Measurement Book to be maintained for the work carried out periodically by the contractor & the same shall be verified by BHEL official, nominated for the same.
- iv. Payments will be made to the contractor on the basis of work carried out by him.
- v. All payments will be subject to deduction of income tax at source as per Income Tax applicable Rules.

4. Penalty for delayed performance / payment.

In case of Labour Supply Contracts, wherever delays are observed in payment to labour, for every week of delay or part thereof, penalty shall be at the rate of 0.5% of the bill amount for the month due to the Contractor, or Rs 5000 / -, whichever is higher. This shall be deducted from the respective bill of the Contractor

In case of Labour Supply Contracts, wherever delays are observed in deployment of labour, for every week of delay or part thereof from the stipulated time mentioned in the contract, penalty shall be 2 % of the total commission amount for the contract. This shall be deducted from the respective bill of the Contractor
In case of Works Contracts, penalty shall be 0.5% of the total Contract value, for every week of delay in completion of work in relation to the Milestone event specified in the respective contract, subject to a maximum of 10 % of the total Contract value.

GST shall be deducted extra over the penalty amount

Contractors who make defaults other than the above, shall be liable to penalty from BHEL as decided by the Management on case to case basis.

5. Penal Provisions for effecting deduction, if any

The Contractor bills will be deducted accordingly, for any of the following defaults.

- (i) Penalty as detailed at X (4) above, for delayed performance / payment
(ii) Defaults, if any as specified at VIII (11) above, for providing Uniform, PPE, etc
(iii) Any other reason, as applicable

6. Payment of Bills

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract. The contractor's bills should be accompanied with the following.

- i. Copy of Measurement Book entries/Statement of work done by the Contractor

- ii. Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules)
- iii. PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution. History of contributing contract workers for PF/ESI duly certified by the contractor.
- iv. Wage payment sheet for the bill period as per annexure IV, duly certified by an executive of the User Department
Contractor has to submit a certificate by 10th of every month to the effect that wages have been paid on or before 7th of that month. This certificate (which bears the signature of the User Department and HR) , along with proof, has to be attached to the bill submitted by the Contractor.
- v. Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- vi. Copy of Form 12A-regarding PF remittance
- vii. List of Contract Labour covered under accident insurance policy
- viii. Statement of material supplied by the contractor if any
- ix. Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- x. Copy of Challan of previous GST paid
- xi. Proof of Personal Accident Insurance Policy along with bill
- xii. Undertaking of the Contractor that he has provided Uniform, Shoe, PPE to the contract labour in the first month of start of Contract. The first monthly bill of the Contractor shall be cleared only after submission of this undertaking.
- xiii. The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Tax Challan& documents as above, forward them to Finance through HR department. After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and Service Tax Challan) to Finance department.
Finance department shall, on satisfactory compliance, and after deduction (if any) on account of defaults / Penalties / TDS, will make the due payment to the contractor.
In case the Contractor fails to make the payment by 7th of the month (as mentioned at clause X(2)(vi) above) or commits any other defaults, the Security Deposit of the Contractor and all other dues shall also be utilized by BHEL to discharge the contractor liability.
Payment against the bills submitted shall be released within 15 days of receipt of bill, if complete in all respects

XI. Experience Certificate.

On completion of the Contract, after having completed all contractual obligations and statutory compliances, the Contractor will be issued an experience certificate by the Central Contracting Cell in MM Department, on the total performance of the contractor such as competency, implementation of statutory provisions in time, such as payment of

wages, payment of PF contribution, Payment of ESI Contribution, Payment of Bonus, Issue of PPE, Uniform, Safety Shoe, etc. This experience certificate will be an instrument for consideration / rejection of the bid of the Contractor in future tenders and also for return of Security Deposit of the Contractor.

XII. Indemnity Bond / Compliance of Legal Provision / Integrity Pact.

1. BHEL Jhansi 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 Jhansi. 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.
2. That BHEL-Jhansi 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-Jhansi. If any such claim is made against BHEL-Jhansi by any contract worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi 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- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi 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.

The Indemnity Bond shall be submitted by the Contractor as per Annexure VII

3. In case of contract estimate is equal to or more than Rs. 5 Crores, Integrity Pact to be signed by authorized Signatory and submitted by the bidder along with the tender documents by the bidder.

XIII. Legal Compliances.

1. The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
2. The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For noncompliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible, and also liable to be suspended from BHEL as per Company Guidelines.
3. The Contractor shall compensate BHEL for any loss or damage to the plant / property, material of BHEL due to his workmen / representatives 'negligence or otherwise during execution of work.
4. In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at contractor's risk and



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cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

XIV. Risk & Cost:

If the Contractor fails to perform/execute the work within time or fails to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL reserves the right to cancel the contract and take necessary action from alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc of the Contractor, which are pending either at BHEL, Jhansi or any other Unit of BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Contractor. To know the implications of suspension, the bidder may see the "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website <http://www.bhel.com/vender registration/vender.php>

XV. Return of Security Deposit

Security Deposit will be released on submission of following certificates from departments mentioned as under:-

1. Completion of work and certification of payment of minimum wages to employees from contracting department.
2. Certificate of compliance of labour laws from Contracting Dept. and verified by HR department.
3. Certificate of payment of Bonus by Contracting Dept. and verified by HR Department
4. No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
5. Submission of Experience Certificate by CCC

In case of non-satisfactory performance of the contract, under any of the clauses as above, BHEL shall have a right to encash the Security Deposit. In case of any dispute decision of concerned Head of the Executing Department will be final.

XVI. Confidentiality

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

XVII. Force Majeure

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

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such

circumstance. Extension of time sought by the Contractor along with supporting evidence and so granted by BHEL for the supply/ work affected, if any, shall not be construed as waiver in respect of execution of the pending part of the contract. Rescheduling of contractual obligations on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall requirements and make alternative arrangements.

XVIII. Termination-

In case the Contractor makes defaults in the work within the timelines specified by BHEL, and this happens inspite of a reasonable notice given in writing, or if the Contractor fails to comply any of the terms and conditions of the Contract, or in case the Contractor fails to comply any of the provisions under the Acts / Rules / Instructions / Guidelines or for any reason which harm the commercial interests of BHEL, the Contract shall, without prejudice to any other rights and remedies available to BHEL, be liable to be cancelled / terminated in part / whole, by giving 30 days' notice in writing. In the event of termination, The Contractor shall be liable to compensate BHEL.

XIX. Suspension

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension. To know the implications of suspension, the bidder may see the "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vender_registration/vender.php

XX. Fraud Prevention

If any bidder 'contractor indulges during any stage of the contract in malpractices, cheating, bribery, fraud, harassment of labours deployed, getting influence, formation of cartel, so as to influence the bidding process / influence the price / influence the execution of Contract, or acts in any manner which tantamount to an offence punishable under any provision of Indian Penal Code, 1860 or any other law in force in India, then action may be taken against such bidder / Contractor as per extant guidelines of the Company. Available on www.bhel.com. And / or under applicable legal provisions.

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.

XXI. Settlement of Disputes / Arbitration etc.

- A. All questions / interpretations regarding subject matter of the Contract shall be decided by the BHEL on the request of the Contractor and the decision of BHEL shall be final.
- B. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- C. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of BHEL



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- D. In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of BHEL and the arbitration proceeding shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 read with corporate guideline as amended from time to time. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi). The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award.
- E. The Contractor shall continue to perform the contract, pending settlement of dispute(s).

XXII. Applicable Laws and Jurisdiction of Courts-

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

XXIII. General

- i. The Bidder shall keep a track of any changes by visiting www.bhel.com / Tender Notifications.
- ii. As a mark of acceptance of the General Terms and Conditions of Enquiry, all pages of the document should be signed by the authorized signatory of the Bidder, with Seal and Stamp, and submitted. Else, the offer of the Bidder will be rejected.
- iii. The bidders are advised to ensure completeness of documentation as per the Checklist (Annexure VIII) provided in the enquiry. The offers of the bidders are liable to be rejected in case of incomplete documentation

SPECIAL CONDITIONS OF CONTRACT FOR WORK

1. The contractor shall obtain registration from Zila Panchayat registration certificate for every financial year for which the contract is in effect and successful tenderer will submit to department within 15 days of award of work.
2. Work Inspection shall be done by BHEL representative and payment shall be made on the basis of measurement only as per unit given in schedule. The contractor or his supervisor /authorized person will maintain a register and record the work / measurement immediately and get verified the satisfactory completion of work by BHEL personnel.
3. The contractor will be fully responsible for the preparation of bill and submission to Engineer-in-charge.
4. Final bill shall be prepared within 3 months after successful completion of work in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender Specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value (Security deposit) shall remain unpaid, which will be released after completion of defect liability period on submission of no-dues certificate.
5. The BHEL General Conditions of contract shall form an integral part of this contract. (The BHEL General condition of contract may be seen in civil Office).
6. The Special Conditions of Contract (SCC) shall have overriding priority over General Conditions of Contract (GCC). Whenever there is any contradiction between the GCC and SCC, the SCC shall be treated as final.
7. The following General Conditions of Contract shall not be applicable; they shall be treated as deleted: 9(d), 34.A.2, 34.A.3, 34.A.4, 34.A.5, 34.A.6, 34.A.7, 34.A.8, 34.A.9, 34.A.10, 34.A.11, 34.A.12, 51.1 (b), 51.2, 51.3, 52.1, 53(b).2, 53(c), 53(d), 53(e), 53(e).1.
8. The contractor shall take necessary precautions for the safety of his workmen and provide them with all safety equipment like gloves, gum-boots etc as per requirement. BHEL shall not be liable to pay any additional amount on account of any safety equipment / PPE.
9. The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same. The decision of Engineer in charge in such case shall be final and binding on contractor.
10. The contractor will follow all safety rules required in connection with execution of such type of works.
11. The contractor will provide the all safety equipment i.e. safety shoes, safety belt, goggle and all other equipment which are direct related to work execution at own his cost.
12. The workers should be trained enough for the work.
13. No minor worker will be allowed to work.
14. The contractor shall be wholly responsible for the behavior of his workmen with the official staff.
15. All tools & tackles, ladder & machinery required for the work execution shall be arranged by contractor on his cost.



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16. The contractor will be fully responsible to follow the instruction related to works, given and recorded by department in "Site order Book" and will be signature by him daily against recorded instructions in "Site Order Book "at department.
17. In case more than one contractor quoted the L1 (Lowest and technically accepted) rates, all The L1 bidders will be asked to submit revised offers and then the lowest of these revised offers will be treated as L1. However if again more than on bidder is L1 then the work may be awarded through draw of lots.
18. **The above contract will be covered under the BHEL CONCILIATION SCHEME, 2018.**
19. Contractor will ensure the model of tractor (with Hydraulic Trolley) which should not be less than 40 B.H.P & not older than year 2014 and minimum capacity of 4.5 m3 Hydraulic Trolley.
20. Contractor will deployed 1 skilled Tractor operator and submit his Xerox copy of valid driving license along with original (only for checking & verification) to the TCX Department with Min. 2 labour for work execution.
21. The work will be carried out as per Direction of Engineer-in- Charge.
22. Contractor will submit the Xerox copy of tractor registration & insurance paper along with original registration & insurance paper (only for checking & verification) before commencement of work.
23. Contractor will ensure that the garbage filled trolley will be covered by polyethylene sheet or trampoline sheet to ensure adequate hygiene of township otherwise flat recovery may be made from contractor bill as below-
24. Recovery amount = Total trip (work Executed without above said condition sl 20.5) x contractor quoted rates x 10%.
25. The contractor will be fully responsible to execute the work according to schedule of tender and as per satisfaction of Engineer –in– charge.
26. If Contractor fails to execute the work daily according to Schedule of tender & as per scope of work or not executed the work during the BHEL working day, the adequate Recovery may be made from contractor's bill as below-
27. Recovery amount = 5 x Nos. of days (work not executed) x Contractors quoted rates.
28. Each and every trip of work (fully filled trolley from garbage) will be checked in Township Civil office by Asst. Engineer or appropriate civil official and contractor will ensure and maintain a log book in specific format as below and get it verified from Engineer in-charge daily.

Date	Day	Area of work	No. of Trips	Signature of contractor	Signature of BHEL official with remarks.
------	-----	--------------	--------------	-------------------------	--

29. In case of defective work such as loose filled garbage in trolley and any other case BHEL have full right to reduce the rates / amount of such items proportionately as decided by BHEL and contractor shall have no right to claims over such type of defective work.
30. All type of wear & Tear operation cost including fuel, maintenance of tractor – trolley and required Tools & Plants etc. Will be arranged by contractor.
31. In view of scope of work and their sensitivity, contractor shall have no right to
32. any type of extra claim on above conditions.
33. In-case of emergency i.e. dispose of dead animals, any other hygiene activities as per departmental instructions, contractor will take immediate action to short out the emergency work other than Schedule



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34. Contractor will submit the photocopy of log book along with their raised bill for the respective period.
35. The contractor will be fully responsible to follow the instruction related to works, given & recorded by department in "Site order Book" and will be signature by him daily against recorded instructions in "Site Order Book" at department.
36. In-case of under capacity of trolley the proportional amount will be reduce from the contractor's bill as below-
37. $\text{Reduce Amount} = \text{contractor quoted rates} - (\text{Nos. of trips} \times \text{Volume of trolley} \times \text{contractor quoted rates} / 4.5)$
38. Contractor will be fully responsible for the preparation of bills and submission to Engineer-in- charge.

Schedule of Work

Ist Week of the month

Day	Area of work (Including Dustbin, road sides etc.)			
Monday	GM QTR SECTOR- 0 & main gate	TY.5/ Sec-1	Weekly market	Public building- Shopping Center-01 & 02, , Hospital, Guest house, All BHEL offices situated in Township etc. (All heap accumulated on collection of garbage from dustbin and sweeping nearby area)
Tuesday	Guest house servant qtrs.	Nursery & BMKS, pared ground	A type	Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house , Recreation center, Club bundela, Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)
Wednesday	B Type	Type M & X	Weekly market	Public building- Shopping Center-01 & 02, Hospital, Transit flat,All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)
Thursday	Type 3/ Sect.2	Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela,Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)		
Friday	Ty.4 /sec,2	Weekly market	Public building- Shopping Center-01 & 02, Hospital, Transit flat,All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)	
Saturday	TY.5/ Sec- 2	Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela, Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)		

Monday	Ty.4 /sec,1	H Type	ET hostel	Weekly market	Public building- Shopping Center-01 & 02, , Hospital, Guest house, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)
Tuesday	Type 3 /SECT.1	Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela, Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)			
Wednesday	TY.2 - PHASE 3	Weekly market			
Thursday	TY.2 - NEW	Public building- Shopping Center-01 & 02, , Hospital, Guest house, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)			
Friday	TY.2 - PHASE 4	TY.2 -Modified	Weekly market		
Saturday	TY.2 -OLD	Public building- Shopping Center-01 & 02, Barat ghar no.01 & 02, Community center ,Milan and sangam vatika, Guest house ,Transit flat, Recreation center, Club bundela, Hospital, BSN Schools, all religieous places, All BHEL offices situated in Township etc.(All heap accumulated on collection of garbage from dustbin and sweeping nearby area)			

*Note: Above schedule shall be repeated during remaining period of contract.

Additional Work other than above work.

National festival, Marriage garden, Religious functions, official programme, marriage programme and any other places as directed by Engineer- in- charge.



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Annexure'F'

Technical Bid Qualifying criteria & check list

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

(A)Essential Documents Required

1. Name of the firm : -----
(Documents as per clause 1-10 of annexure C to be attached)
2. Name of the Proprietor/Partners : _____
3. Address and Contact Numbers : _____

4. PAN/TAN Number : _____
5. GST Number : _____

6. Audited financial statement/CA Certificate as per tender :
Enclosed / Not Enclosed
7. Experience Certificate : Enclosed / Not Enclosed
(Along with necessary enclosures as per tender to be submitted)
8. No. of Workers including Supervisors on the rolls of the firm : _____
9. Earnest Money Deposit : Rs. _____
 - a) D.D. Number & Date : _____ Date _____
 - b) Drawn on (Bank) : _____
10. Any other relevant information: _____

11. Tender Cost :Rs. _____
D.D. No. /Receipt No : _____

12. Validity of offer : _____
(At least 90 days from the date of tender Opening.)

13. Blank Price bid format : Enclosed/Not Enclosed

14. ESI registration certificate: (if exempted submit exemption proof)
ESI registration code : _____
Attach Copy of ESI registration



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(B) Desirable:

1. Income Tax return last 3 yrs. : Enclosed / Not Enclosed.

2. PF registration certificate (if exempted submit exemption proof)
 PF registration code : _____
 Attach Copy of the PF registration

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name
& Office Seal

Date:

NOTE (1) : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

.....
Note : 'NOTE (1)' is applicable only when tender is called in two bid system



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Annexure -G

BLANK PRICE BID (JS 472)

a. Name of the firm _____ :

S.No.	Description of Items	Qty.	Unit	Rate quoted by contractor	Amount (Rs)
1	Collection & Disposal of Domestic garbage by mechanical from following transport including loading & unloading upto a lead of 3.6 kilometers.	1675	Trip	xxxxxx	xxxxxxx
(a)	From dustbins including brooming around dustbins as per direction of engineer-in-charge.				
(b)	From Haat markets (Weekly market)				
(c)	Removal/disposal of dead unhorned animals from Townships per requirement and direction of Engineer-In-charge.				
(d)	Picking and disposal of light weight scattered material like polythene, paper, card board, packing material, dead trees & plants, leaves etc. within a area of specified in township as directed by Engineer Incharge.				
(e)	From all marriage gardens / places situated in BHEL permissess as per their booking status.(Department will inform to contractor about the booking status of marriage gardens/ places sepreatly.)				

Amount in Words:-XXXXXXXXXXXXXXXX.....

GST EXTRA AS APPLICABLE

NOTE – Contractor must not quote rates in this Blank Price Bid. This document must be submitted along with Techno-commercial bid.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

Annexure -H

Reference to general condition of contract

Condition No.		
3(b)	Accepting Authority	GM – (HR)
3 (i)	Market Rate percentage addition to cover overheads and profit.	-----
9	Earnest money : security deposit	
	(a) Earnest money -	Rs8442.00
	(b) Security deposits The rate of security deposit as below.	5% OF TOTAL CONTRACT VALUE
10 (iv)A (A)	Permissible deviation limit for any contract item , substituted item or contract -cum substituted item in excess of the original value of the item (Applicable percentage Rate Contracts)	It may vary upto any extent to as per requirement
10 (vi)A (b)	Permissible deviation limit for an individual trade item (Applicable to Lump sum Contracts only)	NA
10 (vi)A (c)	Permissible deviation limit for items of work not already included in the contract.	NA
(vii) B (a)	Permissible deviation limit for an individual trade item.	It may vary upto any extent as per requirement
12	Suspension of work	
12 (b) (ii)	Percentage payable to cover Contractors indirect expenses for suspension exceeding thirty days and not exceeding 3 months.	NA
(C)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months.	NA
13	Time allowed for execution of work	12 months
13 (h)	Authority competent to decide if "any other cause ' of delay is beyond Contractor's Control.	GM – (HR)
32	Authority competent to reduce compensation amount	GM – (HR)
33	Defects liability period.	NIL
34	Authority for appointing arbitrator	Unit Head



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Annexure II

FROM XIV

(See Rule 76)

Employment Card

Name and address of Contractor :.....
Nature of work and location of work:.....
Name and address of Establishment:.....
In/under which contract is carried on :.....
Name of address of Principal :.....
Empolyed :.....
1. Name of the workmen :.....
2. Serial No. in the register of workmen
Employed :.....
3. Nature of employment/designation :.....
4. Wage rate with particulars of unit,
In case of piece-work. :.....
5. Wage period :.....
6. Tenure of employment :.....
Remarks :.....

Signature of Contractor.



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Annexure III

FROM XIII
(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor :.....

.....

Name and location of work :.....

Name and address of Establishment in /under :.....

Which contract is carried on :.....

Name and address of Principal Employer :.....

SL. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsill) and taluk and district	Local address	Date of Com-mencement of employ-ment	Signature or thump impression of workman	Date of term nation of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Note: Register of wages as per form XVII is mandatory to be maintained for each month

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



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Annexure: IV

FORM XVII

[See Rule 78(1) (a)(i)]

Register of Wages

Name and Address of Contractor

Name and address of Establishment in / under

Nature and location of works

which contract is carried on

Name and address of Principal

Employer

Wage period: Monthly

Sl. No.	Name of workman	Serial No. in the register of workman	Designation / nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Daily-rate of wages/piece rate	Amount of wages earned				Total
	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature / Thumb impression of workman	Initial of contractor or his representative
13	14	15	16

SIGNATURE OF THE CONTRACTOR

Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on ...(date)..
(Executive Incharge)



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ANNEXURE "V"

Self-Declaration

(Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /-)

1. I / We have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We are not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/office of BHEL or any other organization, before or till, on the date of tender opening.
3. I / We shall not be influenced by anyone in deployment of labour, for this contract.
4. I / We will deploy persons preferably with experience developed in BHEL Jhansi, for this contract.
5. I/ We will ensure that the manpower deployed for this contract shall be competent to carry out the assigned task.
6. I / We shall deploy manpower after acceptance of the Head of the Executing Department.
7. I / We agree that BHEL shall reserve the right to reject any labour deployed – if found not having the requisite documents, proficiency, experience, etc. for the relevant task, or if found involved in any misconduct.
8. I / We undertake that we shall pay minimum wages to the labour employed by us for this contract, and also undertake to abide by all statutory and regulatory requirements, as also to the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.

(Signature of the Contractor with Name. Designation & Seal)



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Annexure-VI

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF ____ between BHARAT HEAVY ELECTRICALS LIMITED, Jhansi (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

M/s _____ (hereinafter called the `Contractor') of the SECOND PART WHEREAS M/s _____ State that they have acquired and possess extensive experience in the field of _____ And whereas in response to an Invitation to Tender No. _____ issued by BHEL for the execution of _____ The Contractor submitted their offer And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the work order No. _____ dated: ____ read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows: That the Contractor shall execute the work of _____ and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Terms and Conditions of Enquiry , Special Conditions, annexure, work order No. _____ dated: _____ and such other instructions, drawings, specifications given to him from time to time by BHEL. The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid up to _____ for a sum of Rs _____ only towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee for a sum of Rs _____ in favour of BHEL towards Security Deposit Bank Guarantee No. _____ of _____ Bank , Branch _____

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and to have satisfied himself as to the nature and character of the works to be executed by him.

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor. That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.



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That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

The following documents shall also form part of & shall govern this Agreement:-

- (a) Invitation to Tender No. _____ dated: _____ and the documents Specified therein
- (b) Contractor's Offer no _____ dated _____
- (c) Work order No. _____ dated: _____

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

To be signed by a person holding a valid Power of

Attorney

WITNESS: -1.

2.....

(On behalf of Bharat heavy Electricals Ltd, Jhansi)

WITNESS: - For and on behalf of Bharat Heavy Electricals Ltd, Jhansi 1

1.

Enclosed: 100 Rs. stamp paper no. _____ is part of agreement.

(Indemnity bond)

क्षतिपूर्ति बन्धनामा:

सेवा में,

भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

द्वारा एकजीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

यह कि मैं ठेकेदार आयु..... वर्ष पुत्र

..... भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी के पक्ष में निम्नलिखित क्षतिपूर्ति बन्धनामा निष्पादित करता हूँ:-

यह कि मुझ ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से कार्यादेश संख्या दिनांक..... के अनुसार

..... के कार्य करने का ठेका मिला है और कार्यादेश के अन्तर्गत मुझे कार्य करने में श्रमिकों के साथ-साथ कार्य संपादन हेतु आवश्यक सामग्री ले जाने / उसे उचित स्थल पर पहुंचाने व इसके अतिरिक्त उक्त सामग्री के उपयोग करते समय या उसके उपरान्त किसी भी कारण से किसी भी प्रकार की दुर्घटना अथवा अन्य किसी भी कारण या प्रकार से किसी को कोई भी हानि हो सकती है। मैं उक्त ठेकेदार निष्पादक उक्त ठेके के कार्य निष्पादन में या उसके फलस्वरूप होने वाली हर प्रकार की हानि अन्य किसी भी प्रकार की कारित क्षति के लिये उत्तरदायी रहूंगा और भेल झांसी को इसके फलस्वरूप होने वाली समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त राशियों के भुगतान करने के लिये बाध्य रहूंगा। अतः यह क्षतिपूर्ति बन्धनामा (Indemnity Bond) आज दिनांक को झांसी में साक्षियों की उपस्थितियों में निष्पादित किया ताकि वक्त जरूरत पर काम आवे।

हस्ताक्षर साक्षी

निष्पादक / ठेकेदार

1. हस्ताक्षर साक्षी

हस्ताक्षर

नाम:-

पिता का नाम नाम

निवासी पिता का नाम

निवासी

2. हस्ताक्षर साक्षी

नाम:-

पिता का नाम

निवासी

Note: On Rs. 100/- Non-Judicial Stamp paper.



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Annexure "VIII"

CHECKLIST FOR DOCUMENTS OF THE ENQUIRY FOR WORKS CONTRACTS

1.	Documents in support of the Pre Qualification Criteria
2.	General Terms and Conditions of the Enquiry, duly signed, with seal and stamp of the Bidder
3.	Annexure-I - Photo Identity card issued by the Contractor to their labour for issue of Gate Pass
4.	Annexure-II- Copy of employment card issued by Contractor to their worker
5.	Annexure-III - Register to be maintained by Contractor towards the labour employed
6.	Annexure-IV - Statement of Wages of Labour employed by the Contractor
7.	Annexure V – Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /-
8.	Annexure- VI - Agreement between BHEL and Contractor
9.	Annexure-VII - Indemnity Bond to be submitted by Contractor
10.	Annexure-VIII - Checklist for documents
11.	Annexure-IX - Format for Bank Guarantee in lieu of Security Deposit
12.	Format JS 146 - Price Bid Sheet for Works Contracts (in a separate envelope)
13.	Format JS 472 – Blank Price Bid Sheet for Works Contracts
14.	Tender Cost
15.	EMD
16.	Integrity Pact (if applicable) to be duly signed, with seal and stamp of the Bidder
17.	Bidder details with Contact name, address, phone no, e mail, PAN No, GSTIN No, Aadhar number , UAM number (if any), Digital Signature Certificate for PF & ESI, etc.
18.	Any other document as called for in the Enquiry

I / we undertake that we shall submit the documents as called for in the Enquiry and that our bid is liable to be rejected in case of incomplete documentation



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ANNEXURE-IX

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

ANNEXURE IX

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ ³ valued at Rs..... ⁴ (Rupees -----) ⁴ (hereinafter called the said Contract) of Security Deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ ⁵ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.



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Date _____ Day of _____

for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.