



Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

Tender Enquiry No: FMS/TS/09/01

TD: 2019-20, Rev: 00



TENDER DOCUMENT

For Tender Enquiry No : FMS/TS/09/01/.....

For

“Tender for installation of 10 Nos Plain Paper Photo copier machines (Black & White) on Rental Basis for a period of 36/60 months”

Contact Person:

Name: Anshuman Sharma
Designation: Dy. Mgr/MM-CCC
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PH: 0510-2412784, Mob. 8004939537

Tender Due Date: 02/08/2019 at 13:15 Hrs
Tender Opening Date: 02/08/2019 at 14:00 Hrs

Rev	Short details of revision (In case of revision in tender document, otherwise NA)
Date.....	

BHEL, PO: BHEL, Jhansi 284120 (UP)

(Signature, seal & Stamp of bidder)



Bharat Heavy Electricals Limited, Jhansi

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DETAILS OF TENDER DOCUMENT

Tender for installation of 10 Nos Plain Paper Photo copier machines on Rental Basis

Sealed Tender are invited in two bid system from reputed agencies for installation of 10 Nos plain paper photo copier machines on rental basis for use in various departments at BHEL Jhansi for a period of 36/60 months. Initially this Contract shall be for three years (36 months) and can be extended for upto two more-years on satisfactory performance and on mutual agreement basis on the same rates & same terms and conditions. The detailed content of tender document eg. Specification of Machines, Scope of works, General terms and conditions etc. are as follows.

CONTENTS

Sl. No.	Description	Page no
1	Details of tender Contents	2-3
2	Notice Inviting Tender	4
3	Scope of Work, Work Specifications & Special Conditions of Contract	5-9
4	Qualifying Requirements	10-11
5	General Terms and Conditions of Enquiry	12-25
I	General	12
II	Instruction to bidders	12-14
III	Benefits earmarked for micro & small Enterprises (MSE's)	14-15
IV	Tender Evaluation Criteria	15
V	Pricing Terms	15
VI	Price Validity	15
VII	Validity of Contract	15-16
VIII	Contractor's Obligations	16-19
IX	Deposit submission	19-20
X	Modalities	20-23
XI	Experience Certificate	23
XII	Indemnity Bond/Compliance of legal provision/integrity pact	23
XIII	Legal Compliance	23-24
XIV	Risk & Cost	24
XV	Return of security Deposit	24
XVI	Confidentiality	24
XVII	Force Majore	24
XVIII	Termination	25
XIX	Suspension	25
XX	Fraud prevention	25
XXI	Settlement of disputes/Arbitration etc.	25
XXII	Applicable Laws and Jurisdiction of Courts	25

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Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

Tender Enquiry No: FMS/TS/09/01

TD: 2019-20, Rev: 00

XXII	General	25
7	Additional General Terms and Conditions of enquiry	26
8	Annexure	
I	Annexure-I - Photo Identity card issued by the Contractor to their labour for issue of Gate Pass	27
II	Annexure-II- Copy of employment card issued by Contractor to their worker	28
III	Annexure-III - Register to be maintained by Contractor towards the labour employed	29
IV	Annexure-IV - Statement of Wages of Labour employed by the Contractor	30
V	Annexure V – Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /-	31
VI	Annexure- VI - Agreement between BHEL and Contractor	32-34
VII	Annexure-VII - Indemnity Bond to be submitted by Contractor	35
VIII	Annexure-VIII - Checklist for document	36-37
IX	Annexure-IX - Format for Bank Guarantee in lieu of Security Deposit	38-41
X	Annexure-X- Annexure to conciliation clause for conduct of conciliation under the BHEL conciliation scheme, 2018	42-50
XI	Annexure-XI -Proforma for submitting technical bid	51
XI	Format JS 146 - Price Bid Sheet for Works Contracts (in a separate envelope)	52
XII	Format JS 471 – Blank Price Bid Sheet for Works Contracts	53

The duly filled in Technical and Price bid along with the Scope of Work & Work Specifications, Qualifying Requirements, General Terms and Conditions of Enquiry with the signature on all the pages of tender documents and complete in all respects super scribed as “Quotation for Tender No..... “ should reach us in a sealed cover on or before as mentioned 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: Dropping of tender in the Tender Box within schedule time and date is the Responsibility of the bidder

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Tender Enquiry No: FMS/TS/09/01

TD: 2019-20, Rev: 00

Scope of Work for medium Duty Plain Paper Photo Copier Machine

- 1) **FUNCTION:** Plain paper copier Machine shall be used for printing of Drawing & Documents of Size A-4 and A-3 in various departments.
- 2) **Supply of Machine:-** New Machines shall be installed and documentary evidence viz Excise duty Gate pass, Custom Clearance (In case of imported machine) invoice, Challan, Guarantee Certificate etc. to be furnished before start of Contract.
- 3) **Up Keep of Machine :**
 - (a) The Supplier has to maintain the machine to ensure that the machine are working order giving quality prints for minimum 97 % of available time (to be calculated on the basis of 8 hours a shift per day)
 - (b) Deduction towards down time of the machine shall be made as follows :-
 - 0 to 3 % down time: Nil Deduction
 - 3% to 10% down time: 10% of basic monthly rent per machine will be deducted.
 - 10% to 25% Down time: 25% basic monthly rent per machine will be deducted
 - Greater than 25% down time: Rental charges for one month per machine will not be payable
 - (C) Regular preventive maintenance of the machine shall be undertaking.
 - (d) The machine shall be provided with extended preventive maintenance after crossing 2 Lakhs Copies and Complete refurbishing shall be done after crossing 4 Lakhs copies without extra charges.
 - (e) In case break down of any machine is more than 10 % continuously for 3 months, the Supplier should replace the machine with a new one.
 - (f) After 6 Lakhs copies have been made on a particular machine, the machine shall be replaced by new one by the supplier without extra charges.
 - (g) If required, the machine shall be replaced inside the plant without any charges by the supplier.
- 4) **Response to Complaints:** All the complaint must be attended within 4 hrs of registration. For this supplier has to ensure that sufficient number of staff/mechanic/Engineer of Service personnel are available at Jhansi
- 5) **Consumables:** Supplier shall maintain adequate stock of consumables e.g. Toner, Developer etc and spare parts needed for perfect function of machine at Jhansi.
- 6) Bidder to whom Contract shall be awarded has to give the demonstration on each location where machine is installed.

(Signature, seal & Stamp of bidder)



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TD: 2019-20, Rev: 00

MEDIUM DUTY PLAIN PAPER PHOTO COPIER MACHINES ON RENTAL BASIS

TECHNICAL SPECIFICATION

Item	Item Description	Bidder Remarks
TYPE OF MACHINE	DESK TOP & Medium duty	ACCEPTED/ NOT ACCEPTED
Copying System	Laser beam scanning and electro photographic printing	ACCEPTED/ NOT ACCEPTED
Original Size	Any Size up to (297x420 mm),A-3	ACCEPTED/ NOT ACCEPTED
Type of Original	Sheets	ACCEPTED/ NOT ACCEPTED
Copy paper weight	60-90 GSM	ACCEPTED/ NOT ACCEPTED
Magnification	Zoom 50% to 200%	ACCEPTED/ NOT ACCEPTED
Copying Speed	A-4 Size-20 Copies per Minute, Min A-3 Size:-15 Copies per Minute, Min (Machine having Higher speed shall be preferred)	ACCEPTED/ NOT ACCEPTED
Monthly Copy Volume	Average Load :-9000 Copies/Months per Machine (May vary from Machine to Machine)	ACCEPTED/ NOT ACCEPTED
Duty Cycle	Continuous running for at least one hour	ACCEPTED/ NOT ACCEPTED
Multiple Copies	1-99	ACCEPTED/ NOT ACCEPTED
Copy Sheet	Ten Key System	ACCEPTED/ NOT ACCEPTED
Paper Feeding	Paper Feed with two Paper Trays Location for A3 & A4. In addition machine to have one By pass (Manual) Capacity of Each tray shall be 250 Sheets of 75-80 G.S.M.(Min)	ACCEPTED/ NOT ACCEPTED
Toner Density Control	Automatic	ACCEPTED/ NOT ACCEPTED
Process Control	Micro Computer based with OPC photocopier Machine with OPC receptor Drum will be preferred. Machine to have self diagnostic system Facility for indication of paper misfeed, want of toner, empty paper cassette and Requirement of servicing etc.	ACCEPTED/ NOT ACCEPTED
Power Source	AC 200/240 volts,50 Hz	ACCEPTED/ NOT ACCEPTED
Supply of Consumables	Copying paper, Electricity and Operator will be arranged by BHEL, while supplier will be responsible to ensure Continuous availability of Tonner, Drum etc. to avoid holdup of work	ACCEPTED/ NOT ACCEPTED
Installation	Supplier shall install the NEW machine and demonstrate the operation of the same on each location of installation of Machine. Supplier shall furnish documentary evidence Viz GST details, Gate Pass, Custom clearance, etc. showing that new machine has been installed.	ACCEPTED/ NOT ACCEPTED

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Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

Tender Enquiry No: FMS/TS/09/01

TD: 2019-20, Rev: 00

Rental Period	Initially this Contract shall be for three years (36 months) and can be extended for upto two more-years on satisfactory performance and on mutual agreement basis on the same rates & same terms and conditions.	ACCEPTED/ NOT ACCEPTED
Installation Period	Supplier shall install all machine within 30 days from the date of awarding of Contract/LOI failing which LD/penalty shall be applicable as per Clause no 3(ii) of special terms and conditions. The Contract will commence on the date of installation of machine i.e. installation of last machine of lot of 10 machine.	ACCEPTED/ NOT ACCEPTED
Both side printing option	Photocopy machine should be capable to print both side of paper automatically	ACCEPTED/ NOT ACCEPTED
Connection to Network	Provision shall be available in Photocopy Machine to connect with System Network so that Print can be done through Computer system itself.	ACCEPTED/ NOT ACCEPTED

NOTE: All the Technical Specification have to be accepted by bidder otherwise the offer may be bypassed.

(Signature, seal & Stamp of bidder)

Special Terms and Condition of tender: Below mentioned Special terms and conditions will override the relevant conditions mentioned in General Terms and conditions of enquiry.

- 1) The quotation should be in two part i.e. Part –A Techno commercial offer and price bid in Part –B in separate envelope duly marked. The price bid will be opened only for Techno Commercial accepted offers after technical scrutiny.
- 2) Successful vendor will ensure to stock all the spares and other consumable at Jhansi local office and also post suitable number of well-trained service engineers for giving regular service for preventive maintenance as per schedule and to attend any service call within 4 hours of complain made.

3) LD/Penalty:

(i) **LD/Penalty for maintenance Service :** The Supplier has to maintain the machine to ensure that the machine are working in order giving quality prints for minimum 97 % of available time (to be calculated on the basis of 8 hours a shift per day)

Deduction towards down time of the machine shall be made as follows :-

- 0 to 3 % down time: Nil Deduction
- 3% to 10% down time: 10% of basic monthly rent per machine will be deducted.
- 10% to 25% Down time: 25% basic monthly rent per machine will be deducted
- Greater than 25% down time: Rental charges for one month per machine will not be payable

(ii) **LD/Penalty for delay in installation of photocopy machine :**

Photocopy machine shall be installed within one month of receipt of LOI/Contract whichever is earlier. Any delay in installation of any/all machine(s) shall attract penalty as under:

- Delay 1 to 30 days: Penalty @ one month rental per machine
- Delay 30 Days to 60 Days: Penalty @ two months rental per machine
- Delay more than 60 Days: Contract may be terminated with 3 months notice period if convincing reasons not provided plus forfeiture of EMD

(iii) **LD/Penalty for delay in replacement of photocopy machine:** After 6 lakhs copies have been made on a particular machine, the machine shall be replaced by a new one by Contractor. In case replacement is delayed or not done payment per copy shall be reduced by 50% or Contractor may be asked to take back the machine(s).

- 3) Supplier will furnished documentary evidence the machine have been installed.
- 4) Initially this Contract shall be for three years (36 months) and can be extended for up to two more-years on satisfactory performance and on mutual agreement basis on the same rates & same terms and conditions. Rental period will be started from date of installation.
- 5) Photocopy machine shall be insured by vendor at their own cost.
- 6) Rates should be quoted both in figure & words.
- 7) B.H.E.L reserve the right to open /accept /reject/cancelled /negotiation /split up any tender / contract at any stage.

(Signature, seal & Stamp of bidder)



Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

Tender Enquiry No: FMS/TS/09/01

TD: 2019-20, Rev: 00

- 8) If any bidder withdraw their tender after opening of tender or does not installed the machine as per the contract or does not allow any terms & condition of contract EMD / security deposit shall be forfeited.
- 9) In case tenderer does not installed all machine within 30 day from dated of issue of LOI /contract, LD/penalty shall be applicable as per Clause no 3(ii) of special terms and conditions.
- 10) **Fast Communication email & phones:** - Bidder has to provide at least one authorised email ID for fast communications. Two emails are desirable. All official communications shall be sent on email IDs and hard copies need 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. Mobile phones may also be provided for communication / reminding. Such phones should be promptly attended. If due to any reason, bidder / authorised representative is unable to attend a call, he should revert back to BHEL officials as soon as possible same day or at the maximum next working day. Any change in 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.
- 11) Bills shall be raised on quarterly basis from the date of installation and payment shall be made against the bills within 90 days of receipt of bills, if bills are complete in all respects and certified by user department.
- 12) **Taxes & Duties:** GST shall be applicable @18% of Total Contract Value. In case of credit is not available as denied by GST portal due to improper documentation or wrong uploading of data by bidder, the same will be recovered from the bidder along with interest, if any.
- 13) BHEL reserve the right to accept or reject any/all quotations without assigning any reasons whatsoever.
- 14) The bidder should have documents regarding statutory obligation such as registration with concerned authorities, PAN etc.
- 15) The vendor shall be responsible for enforcing all safety regulation applicable to BHEL and is advice to take adequate insurance cover of its representatives, workers.
- 16) Registration no of the firm should be clearly mentioned while quoting the tender.
- 17) Validity of the offer should not be less than 120 days from the date of opening of tender.
- 18) Bidder shall sign each page of quotation and any addition or deletion shall be counter signed. Incomplete or unsigned quotation and any addition or deletion shall be counter signed. Incomplete or unsigned quotation are liable to be rejected.
- 19) The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representative/machine, negligence or otherwise during execution of work.
- 20) The successful bidder shall be required to execute an Contract agreement on non-judicial stamp paper of Rs 100/- in the format prescribed by BHEL (Enclosed at Annexure- VI). The expenses of completing the agreement shall be borne and paid by Contractor.
- 21) If required, the machines shall be re-sited inside the plant without any charge by supplier.

(Signature, seal & Stamp of bidder)



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Tender Enquiry No: FMS/TS/09/01

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Following documents/details are required to be submitted by Contractor

- 1) Contractor should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Contractor should have GSTIN (Pan Based). Copy of GST certificate to be submitted.
- 3) Contractor should submit self-Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any Unit/Region/Office of BHEL/ Any PSU (Format Enclosed)
- 4) Contractor should submit Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude (Format Enclosed).
- 5) Documentary proof in support of above eligibility criteria along with EMD and blank price bid to be submitted with Techno Commercial Bid.
- 6) Self-declaration that vendor shall have local representative (Jhansi based) for attending complaints and repair & maintenance in case work is awarded to them.
- 7) The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
 - (i) **Partnership Firm:** Partnership Deed registered at the office of Registrar of Firms.
 - (ii) **Company:** Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - (iii) **Society:** Registration certificate issued by Registrar of societies.
 - (iv) **Sole Proprietor-ship Firm:** Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
- 8) The bidder should have an email id & address. Two email Ids are preferable. These Ids have to be provided with techno-commercial bid, without any mistake. Mobile & landline numbers shall also be provided.

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

(Signature, seal & Stamp of bidder)



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QUALIFYING REQUIREMENTS

Pre-Qualification Requirement (PQR):

- i) **Financial Strength:** Average Annual financial turnover during the last 3 years, ending 31st March'2019, should be at least Rs 5.38 Lakhs/- (Duly audited Balance sheet and Profit & Loss Account of last three financial years, ending 31st March 2019, or Certificates of CA to be submitted as supporting documents). If Turn over details of 3 years are not available, then available years Turn Over shall be evaluated by dividing it by 3.
- ii) **Experience:**
- a) Bidder should have sold Plain Paper photocopy machines worth Rs 1.79 Lakhs per year or more in any of the last 7 years.
OR
- b) Bidder should have supplied Plain Paper Photocopy machine on rental basis worth Rs 1.79 Lakhs per year or more in any of last seven years
OR
- c) Bidder should have at least three photocopy machines duly registered in their own name /firm's name. Machines should not be older than 7 years from enquiry date.
- iii) Bidder should have GST No in its own name /firm's name. Copy of GST certificate to be provided.

Following documentary proof are required for above mentioned Experience

For SI no (a) In case of Govt/Semi Govt/PSU, Certified Copy of PO/WO/Contract, tax invoice, GST or VAT return and completion certificate for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate/Traces in addition to above must be attached as evidence.

For SI no (b) In case of Govt/Semi Govt/PSU, Certified Copy of PO/WO/Contract, tax invoice and completion certificate for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate/Traces in addition to above must be attached as evidence. Alternatively Copy of GSTR-1 or VAT return with details to be submitted.

For SI No (c) Self certified copy of tax invoice through which photocopy machines have been purchased. BHEL officials may physically verify above data at bidders establishment (Shop/Godown)

(Signature, seal & Stamp of bidder)



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 1 of 14

SN	Description
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 bidder's 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.

(Signature, Seal & Stamp of the Bidder)

CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 2 of 14

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 formq(to the designated service provider) as well as Online sealed bidqin the Reverse Auction. Non-submission of Process compliance formqor Online sealed bidqby 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 <u>30 days</u> 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 NILcharges / 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 dated29/1/2014.). In case a bidder quotes beyond second decimal, then third decimal and beyond will be ignored during evaluation, and only second 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

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Q	<p>At the time of submitting the offer, the bidders are required to submit a self declaration on Stamp Paper of Rs. 100/-</p> <ul style="list-style-type: none">(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(vi) 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.(vii) 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. <p>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)</p>
R	<p>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.</p> <p>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.</p>
S	<p>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, <u>besides BHEL taking appropriate punitive action as deemed fit.</u></p>
III	Benefits earmarked for Micro & Small Enterprises (MSEs)
A	<p>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.</p>
B	<p>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.</p>
C	<p>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 MSEs 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</p>

(Signature, Seal & Stamp of the Bidder)



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 4 of 14

	<p>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.</p> <p>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.</p>
D	<p>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</p> <p>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.</p>
E	<p>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.</p>
IV	Tender Evaluation Criteria
	<p>The evaluation of the tender shall be carried out as follows</p>
A	<p>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, equipments 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</p> <p>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</p>
B	<p>Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.</p>
C	<p>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.</p>
D	<p>The contractor shall be awarded the work on overall L-1 basis, if otherwise not specified in the tender document.</p>
V	Pricing Terms
	<p>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.</p> <p>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) .</p> <p>In case of Works Contracts, (a) wherever evaluation is for each item, Price quoted will be on \pmRs. / Unit of measurementq basis, and (b) wherever evaluation is for total package, Price quoted will be on \pmlump sum basisq basis, wherein the \pmem rate \pmwill be calculated on %age allocation basis for each item</p> <p>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.</p>
VI	Price Validity :
	<p>Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.</p>
VII	Validity of Contract
	<p>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.</p>

(Signature, Seal & Stamp of the Bidder)

CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 5 of 14

	<p>Once the contract is finalized, the rates agreed upon shall be valid for the period of contract as stipulated in the tender.</p> <p>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</p>
VIII	Contractor's obligations
A	Towards selection, control and supervision of employees
1	<p>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.</p> <p>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</p> <p>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.</p> <p>The labour shall be deployed within 15 days of award of contract.</p>
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

(Signature, Seal & Stamp of the Bidder)

CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 6 of 14

	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	<p>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/<i>salwar</i> and light blue <i>kurta / kameez</i>/ 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.</p> <p>The stitching and logo charges should be borne by the contractor.</p> <p>Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty.</p> <p>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 non compliance beyond second month, notice for termination of the contract shall be issued.</p>
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, equipments 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, equipments 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	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 equipments, 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

(Signature, Seal & Stamp of the Bidder)

CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 7 of 14

	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.	
(v)	In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.	
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/ Admn. Charges 0.65 % (subject to minimum Rs. 500/- per challan)
		Admn. / Insp Charges 0.50 %
		Pension Fund 8.33 %
		EDLI Charges 0.01 % (subject to minimum Rs. 200/- per challan)
		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	
1	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	
2	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.	
3	The contractor shall facilitate collection of issued ESI cards by his worker	
4	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.	
5	ESI Contribution	
	Employee's Contribution	Employer's Contribution
	1.75 % of gross wages	4.75 % of gross wages
6	The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and Finance department	
7	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 :-	
	(i)	Form XIII Register of Workmen employed by contractor (Rule 75)
	(ii)	Form XIV Employment Card issued by contractor (Rule 76)
	(iii)	Form XVI Muster Roll 78(1) (a) (i)
	(iv)	Form XVII Register of Wages (Rule 78 (1) (a) (i)
	(v)	Form XVIII Register of wages-cum Muster Roll (in case of weekly Payment)
	(vi)	Form XIX Wage Slip (Rule 78)(1) (b)
	(vii)	Form XX Register of deduction for damages of loss (Rule (78)(1) (a) (ii)
	(viii)	Form XXI Register of fines (Rule 78) (1) (a) (ii)
	(ix)	Form XXII Register of advance (Rule 78) (1) (a) (ii)

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JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 8 of 14

	(x)	Form XXIII	Register of overtime (Rule 78) (1) (a) (iii)
	(xi)	Form XXIV	Return to be sent by the contractor to licensing officer (Rule 82)
	(xii)	Form XII	Register of Adult Workers
	(xiii)	Form XIV	Leave with wage register
	(xiv)	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 15 TH August, 2 nd October , 26 th 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)		

(Signature, Seal & Stamp of the Bidder)

CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 9 of 14

(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	<p>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.</p> <p>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</p> <table border="1"> <thead> <tr> <th>Sl</th> <th>Security Deposit</th> <th>Stamp Duty Applicable</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Pay Order, Demand Draft, Cheque or recovery from running Bills</td> <td>Rs 125/- per Rs.1000</td> </tr> <tr> <td>2</td> <td>Securities available from Post Offices such as NSC, KisanVikasPatrasetc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions</td> <td>Rs 70/- per Rs.1000</td> </tr> <tr> <td>3</td> <td>Bank Guarantee from Scheduled Banks/Public Financial Institutions</td> <td>Rs.5/- per Rs.1000 limited to Rs.10,000/-</td> </tr> </tbody> </table> <p>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.</p> <p>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.</p>		Sl	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/-
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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)	<p>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)</p> <p style="text-align: center;">OR</p> <p>Character certificate (not older than three years) issued by District Magistrate's / ADM / SDM / SP / DSP Office</p> <p>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.</p>													
(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													

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CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 10 of 14

	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 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 1 st 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 7 th 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 favouring RPFC and ESI Kanpur with the appropriate banks within such period as stipulated under relevant provisions. Last date for remittance of PF is 15 th and that in case of ESI is 21 st of each month. In case of non compliance, the bill of the Contractor shall be withheld.
(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

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CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 11 of 14

(ii)	<p>Payment towards work contract will be made to the contractor on the basis of following: -</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SI no</th> <th style="width: 40%;">Job / Activity</th> <th style="width: 25%;">Unit of Measurement</th> <th style="width: 25%;">Quantum of Work</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> </tbody> </table> <p>Payment towards labour contract will be made to the contractor on the basis of following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SI no</th> <th style="width: 30%;">Area</th> <th style="width: 30%;">No of Man days</th> <th style="width: 30%;">Remarks</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> </tbody> </table>	SI no	Job / Activity	Unit of Measurement	Quantum of Work	1				2				3				4				5				SI no	Area	No of Man days	Remarks	1				2				3				4				5			
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(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.																																																
	<p>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</p> <p>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</p> <p>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.</p> <p>GST shall be deducted extra over the penalty amount</p> <p>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.</p>																																																
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 10 th of every month to the effect that wages have been paid on or before 7 th 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.																																																

(Signature, Seal & Stamp of the Bidder)**CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI**



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 12 of 14

(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.
	<p>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.</p> <p>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.</p> <p>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.</p> <p>Payment against the bills submitted shall be released within 15 days of receipt of bill, if complete in all respects</p>
XI	Experience Certificate
	<p>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.</p>
XII	Indemnity Bond / Compliance of Legal Provision / Integrity Pact
1	<p>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.</p>
2	<p>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.</p> <p>The Indemnity Bond shall be submitted by the Contractor as per Annexure VII</p>
3	<p>In case of contract estimate is equal to or more that Rs. 5 Crores, Integrity Pact to be signed by authorized Signatory and submitted by the bidder along with the tender documents by the bidder.</p>
XIII	Legal Compliances
1	<p>The work shall be supervised by the contractor or through the authorized representatives on day to day basis</p>
2	<p>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</p>

(Signature, Seal & Stamp of the Bidder)**CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI**



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 13 of 14

	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 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 authorised personnel 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.

(Signature, Seal & Stamp of the Bidder)

CENTRAL CONTRACTING CELL, MM DEPARTMENT, BHEL, JHANSI



JHS 2055B R01

GENERAL TERMS AND CONDITIONS OF ENQUIRY

Page 14 of 14

	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
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

(Signature, Seal & Stamp of the Bidder)



ADDITIONAL GENERAL TERMS AND CONDITIONS OF ENQUIRY

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the memorandum of understanding (delete whichever is inapplicable), which the parties are unable to settle mutually), arise inter-se the parties, the same may, be referred by either party to conciliation to be conducted through independent experts committee to be appointed by competent authority of BHEL from the BHEL panel of conciliators.

Notes:

1. No serving or a retired employee of BHEL/administrative ministry of BHEL shall be included in the BHEL panel of conciliators.
2. Any other person(s) can be appointed as conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL panel of conciliators.

The proceedings of conciliation shall broadly be governed by **PART-III** of the arbitration and conciliation act 1996 or any statutory modification thereof and as provided in Annexure X to this General terms and condition of enquiry (GTC).

The **Annexure X** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GTC.



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No:

Annexure: I

गेट पास आवेदन

(ठेकेदार के संविदा श्रमिकों हेतु)

१. ठेकेदार का नाम
२. कार्य का स्वरूप
३. कार्य आदेश सं./दिनांक
४. कार्य आदेश अवधि
५. कार्य स्थल (विभाग एवं कोड) एवं
६. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
७. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)
संविदा श्रमिक का नाम..... जन्म तिथि/आयु..... पिता का नाम.....
.....पहचान चिन्ह..... स्थाई पता..... वर्तमान पता.....
शैक्षिक योग्यता..... तकनीकी योग्यता.....
..... आधार न0.....
मोबाइल न0.....
भविष्य निधि खाता संख्या..... कर्मचारी रा.बी. निगम खाता संख्या.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित)

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

आबंटित गेट पास सं०..... दिनांक..... हस्ताक्षर आबंटनकर्ता.....

विभागाध्यक्ष-मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर

(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक..... से..... तक श्री..... नियोजक.....
..... को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या..... जारी होने की तिथि से दिनांक..... तक ही वैध होगी तथा प्रत्येक माह/तीन दिन के पश्चात्
२५ तारीख के ० ओ० सु० ब० द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० झॉसी (उ०प्र०)

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No: _____

Annexure- II

FORM 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 and address of Principal Employer :

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.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No: _____

Annexure: IV

DATE: -----

FORM XVII
[See Rule 78(1) (a)(i)]
Register of Wages

Name and Address of Contractor

.....

Nature and location of works

.....

Name and address of Establishment in / under
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 WITH SEAL

Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on ...

(date):

(Executive Incharge)

1

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

TENDER ENQUIRY NO. _____

Self Declaration

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.
9. I / We undertake that, wherever applicable, we shall pay Stamp Duty Charges on Security Deposit to the Government

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

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.

CONTRACT AGREEMENT

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.

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.

CONTRACT AGREEMENT

(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.

2.

Enclosed:

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

क्षतिपूर्ति बन्धनामा

सेवा में,

भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

द्वारा एक्जीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

यह कि मैं ----- ठेकेदार आयु ----- वर्ष पुत्र -----
----- निवासी -----
----- भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी के पक्ष में निम्नलिखित क्षतिपूर्ति बन्धनामा
निष्पादित करता हूँ :-

यह कि मुझे ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से कायदेशि
संख्या ----- दिनांक ----- के अनुसार -----

----- के कार्य करने का ठेका
मिला है और इस कायदेशि 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 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.

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

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

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 fulfilment 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.

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.

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

ANNEXURE TO CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.

11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.

13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
01	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

02	Towards drafting of settlement agreement	<p>In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)</p> <p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
03	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
04	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
05	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
06	Venue for meeting	<p>Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.</p>

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;

b. admissions made by the other party in the course of the Conciliator proceedings;

c. proposals made by the Conciliator;

d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

Format 2 to BHEL Conciliation Scheme, 2018

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation. We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

Format 3 to BHEL Conciliation Scheme, 2018

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/ COLLABORATOR/ CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date _____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

S.No	Claim Description	Bill submitted to BHEL (no. and date	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation Date

(Signature, seal & Stamp of bidder)

Bharat Heavy Electricals Limited, Jhansi

Department: FACTORY MAIN STORE

ANNEXURE-X

Format 5 to BHEL Conciliation Scheme, 2018

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No	Description of claim(s)/Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

(Signature, seal & Stamp of bidder)

ANNEXURE-XI

PROFORMA FOR SUBMITTING TECHNICAL BID FOR: Installation of 10 Nos medium duty plain paper copier machines on rental basis for use in various departments at BHEL Jhansi for a period of 36/60 months

ESSENTIAL DOCUMENTS REQUIRED

S. No	Particulars Details	Details
01	Name of the Firm	
02	Name of the Proprietor/Partners	
03	Address and Contact Numbers	
04	PAN/TAN Number (Copy of PAN/TAN)	(ENCLOSED/NOT ENCLOSED)
05	GSTIN (PAN BASED) Copy of certificate	(ENCLOSED/NOT ENCLOSED)
06	Self-Declaration as per Annexure-V	(ENCLOSED/NOT ENCLOSED)
07	Duly audited Balance sheet and Profit & Loss Account of last three financial years, ending 31st March 2019, or Certificates of CA to be submitted as supporting documents	(ENCLOSED/NOT ENCLOSED)
08	Experience Certificate (Along with necessary enclosures as per tender to be submitted)	(ENCLOSED/NOT ENCLOSED)
09	No of Workers including supervisors on the rolls of the firm	
10	Earnest Money Deposit (Documentary proof of payment eg. MR etc.)	(ENCLOSED/NOT ENCLOSED)
11	Any Other relevant Information	
12	Validity of Offer (At least 120 Days from the date of tender opening)	
13	Blank Price Bid Format	(ENCLOSED/NOT ENCLOSED)
14	E-Mail and Mobile Numbers	
15	Indemnity Bond as per attached format Annexure VII	ACCEPTED/ NOT ACCEPTED