



Bharat Heavy Electricals Limited, Jhansi
COMMUNICATION & PUBLIC RELATION

Tender Enquiry No : CPR/TAXI/TPT POOL/19-20/03



TENDER DOCUMENT
For Tender Enquiry No. **CPR/TAXI/TPT POOL/19-20/03**
For

“Contract Hiring of Brand New Diesel based Sedan Model taxis (with AC) of minimum 1000cc engine, 03 Nos. without fuel & driver and 04 Nos. with fuel & driver for 04 years”

Name: Anshuman Sharma
Designation: Dy. Manager (MM-CCC)
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Last date for Tender Submission: 1:15 PM on 20-08-2019
Tender opening date: 02:00 PM on 20-08-2019

Communication & Public Relations
Bharat Heavy Electricals Limited,
PO: BHEL, Jhansi 284120

Accepted

Signature and Seal of Bidder



Bharat Heavy Electricals Limited, Jhansi

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Annexure-“A”

SCOPE OF WORK FOR ITEM NO. 1 (A.C. Sedan Taxies without fuel & Driver)

- A. Rate Contract is intended for deployment of 03 Nos. Brand New Sedan Taxies (min 1000 CC) which should be registered for commercial use with RTO under Taxi permit. **Brand New vehicles or maximum 03 months old (from the date of LOI/LOA) vehicles only shall be acceptable under this rate contract.** Successful bidders shall submit documentary proofs regarding RTO Certificate, insurance, fitness certificate etc. before deployment of the vehicles.
- B. BHEL can deploy these taxies with any department of BHEL, Jhansi.

SCOPE OF WORK FOR ITEM NO. 2 (A.C. Sedan Taxies with fuel & Driver)

- C. Rate Contract is intended for deployment of 04 Nos. Brand New Sedan Taxies (min 1000 CC) which should be registered for commercial use with RTO under Taxi permit. **Brand New vehicles or maximum 03 months old (from the date of LOI/LOA) vehicles only shall be acceptable under this rate contract.** Successful bidders shall submit documentary proofs regarding RTO Certificate, insurance, fitness certificate, Police verification of all deployed drivers, etc. before deployment of the vehicles.
- D. Taxies to be deployed for 12 hours. Starting time of deployment of vehicle will be based on our requirement. In case of emergency time period may be extended.

Common for above both items

- 1) All legal compliances of RTO, Insurance and other regulatory authorities shall be taken care of by the contractor.
- 2) All types of vehicles maintenance shall be taken care of by the contractor.
- 3) A bidder has to quote separately for both or single item for full item wise quantity.
- 4) Duration of contract will be 04 years from the date of LOI/LOA.
- 5) In case of tie, preference will be given to latest registered vehicle. In case of further tie L₁ shall be decided by draw of lots.



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EARNEST MONEY & SECURITY DEPOSIT & REVERSE AUCTION

1. A sum of Rs.50,000/- (Rupees fifty thousand only) shall be deposited as Earnest Money Deposit along with the tender, payable in the form of Crossed Demand Draft in favour of BHEL payable at Jhansi.
2. Earnest Money Deposit will be refunded to unsuccessful bidders after acceptance of award of work by the successful tenderers. Earnest Money Deposit of the successful bidders shall be converted and adjusted against the Security Deposit as part payment of work order.
3. **Earnest Money Deposit :** Each bidder has to deposit EMD of Rs. 50,000.00 (Rs. fifty thousand only) as part of subject tender and same should be in form of as given below only in favour of BHEL, payable at Jhansi. **Without EMD, offer will be rejected.** No interest shall be payable by BHEL on EMD account. **For MSMED vendors EMD shall be exempted. If you are MSMED vendor, please submit valid MSMED Certificate and “ Bid Security Bond” on non-judicial stamp paper of Rs. 100/-.**
 - i. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - ii. Electronic fund transfer credited in BHEL account (before tender opening).
 - iii. Banker’s cheque/Pay Order/Demand Draft, in favour of BHEL (along with offer).

iv. The EMD shall be forfeited in case of

 - a. Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
 - b. Refusal to enter into contract after the award of contract.
 - c. If operations of the contract are not commenced within 06 weeks from the date of award of contract.
4. Earnest Money Deposit shall not carry any interest.
5. The earnest money deposit of successful tenderers will be adjusted towards required Security Deposit as per Works Policy, 2016 of BHEL. In accordance with Works Policy, rate of Security Deposit will be 5% of contract value:
6. The Security Deposit as mentioned at para 3 above, can be deposited in any one of the following forms :
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Local cheque of Scheduled Banks, subject to realisation.
 - iv) Securities available from Post Offices such as National Savings Certificates, FDRs etc.
(Certificate should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
 - v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in other form of security.
 - vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the bank.

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7. vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases 50% of the Security Deposit should be deposited before the start of the work and the balance 50% may be recovered from the running bills.
8. **Note :**Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.
9. Security Deposit shall not carry any interest.
10. The successful tenderers shall produce Registration Certificate, Taxi Permit, Insurance coverage, Fitness Certificate etc. of the vehicle in original in respect of the Vehicles under contract to get the veracity of the submitted copies authenticated prior to award of contract and subsequently on a quarterly basis with the bills to ascertain its continuance.
11. The contract will be for a maximum period of 04 years from the date of deployment of vehicles. However, BHEL may extend period of contract further subject to maximum of one years on same terms and conditions of depending upon the performance and satisfactory services rendered.
12. BHEL reserves to short close the contract at its discretion at any point of time without assigning any reason thereof.
13. Payment to contractor will be generally made within 45 days. Contractor will submit the bills (in duplicate) on monthly basis, which will be dully verified, checked and passed by Transport Pool Department and forwarded to Finance Department for releasing payment to the party.
14. The total hiring charges payable will be rounded off to the nearest full rupee value.
15. **REVERSE AUCTION (RA)**
16. "BHEL reserves the right to go for reverse auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in no consideration of their bids, in case BHEL decide to go for RA. Those bidders who have given their acceptance to participate in reserve auction will have to necessarily submit 'Process compliance form (to the designated service provider) as well as 'Online scaled bid' in the reverse auction. Non-submitted of 'Process Compliance form' Or 'Online sealed bid' by the agreed bidder (s) will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealing with supplier/contractor (as available on www.bhel.com).
17. Income Tax shall be deducted at source as applicable under relevant Act / Law.
18. **ARBITRATION:** Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, Jhansi. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at Jhansi.
19. **In the case of any suit or other legal proceedings arising under or relating to this contract, the courts at Jhansi shall only have jurisdiction.**

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Special Terms & condition for item no. 1

1)

Diesel based Sedan Model taxi (with AC) without fuel & driver of minimum 1000 cc engine -The charges would be inclusive of all overhead charges like, Taxes, Comprehensive Insurance, Vehicle maintenance, etc. but will not include GST.

- a) All the rates should be quoted in figure as well as in words in price bid.
 - b) All the offers received will be scrutinised and only the technically qualified offers will be considered.
 - c) The Technically disqualified offers will be rejected and no intimation shall be given by the management in this regard.
 - d) Tender priority i.e. L1, L2 & L3 party etc. for **Diesel based Sedan Model taxi (with AC) without fuel & driver of minimum 1000 cc engine** Tour car will be arrived at based on the rate quoted by the parties.
 - e) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof and no correspondence shall be entertained in this regard.
2. Rate Contract is intended for deployment of New Vehicles which should be registered u/s 2 (35) of MV Act for commercial use with RTO under Taxi permit. **Brand New vehicles or maximum 03 months old (from the date of LOI/LOA) vehicles only shall be acceptable under this rate contract.** Successful bidders shall submit documentary proofs regarding RTO Certificate, insurance, fitness certificate, etc. before deployment of the vehicles.
 3. Transport Contractors who have purchased brand new or not older than 03 months (from the date of LOI/LOA) vehicles shall be considered for operation under this contract, provided they fulfil other conditions. However, Transport Contractors having no brand new vehicles of required type shall also be considered for operation under this contract provided they undertake to purchase and deploy the quoted vehicles (brand new) within one month from the date of award of contract.
 4. The Vehicle will be utilised by Transport Pool Department for plying in Township/adjoining/Jhansi/Out Stations generally within the municipal limits of Jhansi with timings decided by BHEL.
 5. The vehicle shall be required to operate throughout the month. One day off in each fortnight (Mainly Sunday or Holiday) shall be allowed by BHEL for maintenance and repair of vehicle.
 6. The Transport Contractors are required to quote number of vehicles they intend to deploy in BHEL.
 7. The contractor has to ensure the following to be provided while deploying the vehicles:-
 - i. The relevant documents like R.C smart card, Road Permit and Pollution Certificate etc.
 - ii. All the deployed vehicles should be provided with deluxe seats. The back rest should be covered with white cover and the bottom with white towels.
 - iii. The cars should be provided with Music System, Clock, Foot matting and reverse horn.
 - iv. Perfumes spray should be provided inside the vehicle.

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- v. BHEL Monogram should be provided in front of the vehicle.
 - vi. A First Aid box and a complaint register should be kept in the vehicle.
 - vii. Vehicles should be provided with additional/emergency accessories like (a) Fan belt (b) extra wheel (c) Standard tool kit d) spare bulb (e) fuses (f) hose pipe (g) Charging point etc. to attend emergency repairs.
8. The contractor should maintain their vehicles as per the above specification throughout the contract period.
 9. The name of tenderer with full official address, email and landline phone number(s) should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of Attorney holder. In the later case, copy of the power of Attorney duly attested by a Gazetted officer must accompany the tender.
 10. Belated and revised offers after opening of the Price bid will not be considered, but BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates/ terms of offer.
 11. If a tenderer withdraws his offer after submission of the tender, or after acceptances of his tender fails to deploy the required numbers of vehicles, BHEL reserves the right to forfeit the Earnest Money so deposited and terminate the contract.
 12. BHEL, Jhansi reserves the right to reject any Bidder or all the Bidders at any point of time without assigning any reason thereof.
 13. This tender document shall be deemed to form an integral part of the contract to be entered into for this work.
 14. The bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the bidders. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
 15. BHEL Jhansi reserves the rights to have parallel contract with any number of contractors.
 16. As and when required, Route permit/National permit/ Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the Bidder at his cost. BHEL doesn't take any responsibility in this regard.
 17. Tenders should remain valid for acceptance for a minimum period of 120 days from the date of Price Bid opening. The rates quoted should be firm for a period of four years from the date of acceptance of the tender except for adjustment in hiring rate due to change in Fuel price.
 18. **SUSPENSION/ TERMINATION**
BHEL reserve the right to suspend/terminate performance of any or all of its obligations under the contract. Notice for a period of one month shall specify the obligation of which performance is to be suspended/terminated, the effective date of suspension/ termination and the reasons therefore. The contractor shall there upon suspend/ terminate performance of such obligation

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until ordered in writing to resume such performance by the same authority that ordered for suspension.

19. BHEL reserves the right to accept or reject any or all offers without assigning any reason.

20. BHEL reserves the right to use vehicle for any department.

21. BHEL reserves the right to cancel the contract at any point of time by giving one month's notice.

22. PENALTY:

- i) For non-supply of stipulated vehicle/non arrangement of alternative vehicle, penalty at following rate shall be imposed and deducted from the running bills except subject to force majeure like fire, accident, any public unrest, any other act of God etc.

For A Diesel based Sedan Model taxi (with AC) without fuel & driver of minimum 1000 cc engine Rs. 1000/- on each occasion

- ii) After resuming duty, if a contractor does not ply the vehicle for the rest of the day, for any reason, penalty as above shall be imposed.

- iii) In the event of breakdown of any vehicle, alternative arrangement of same model or latest model vehicle shall be made available by the contractor immediately at his own cost failing which penalty as at 22 (i) shall be applicable.

- iv) The penalty will be subject to GST as per the GST provisions.

19. Bidders are required to provide vehicles at the specified time and venue.

20. The successful contractor shall have to execute an agreement with BHEL on a non-judicial stamp paper of the value of Rs.500/- (Rupees Five Hundred Only) at his own cost.

21. BHEL reserves the right to check speedometer of the deployed vehicles at any point of time and if it is found inaccurate any suitable action, deemed fit, may be taken.

22. The contracted vehicle(s) will be made available at all time in roadworthy condition duly substantiated with 'fitness certificate' so as to give uninterrupted service. In case contractors fail to provide the contracted vehicle(s) on any day. BHEL shall be at liberty to make suitable alternative arrangement. All such expenditure as also damage/ losses incurred by BHEL as a result of break-down of the Contractor's vehicle(s) or transport arrangement, will be deducted from the monthly running bills of the contractor and such damage/losses shall be determined by the BHEL at its sole discretion.

23. Only the authorised staff attached to the contracted vehicles or representative nominated by the Bidder shall be allowed entry inside the company's or any other premises during the course of contract.

24. The persons employed by the Contractor in respect of his vehicles will be treated as the authorised representative(s) and shall also be held responsible along with the Contractors, for any breach of the terms and conditions as provided in the contract.

25. Accidents occurring during the course of company's work should be reported by the contractors to the contractor first then in-charge (Transport Pool) immediately but not later than 24 hours. This will be followed by a detailed report from the Contractor.

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26. The Bidders will operate their vehicles entirely at own risk. BHEL shall not be held responsible for any damage to the vehicle or any person or property while on the company's work or when parked in or about the company's or other premises.
27. The Bidder will ensure that all vehicles under this contract agreement are covered by a comprehensive insurance policy throughout the tenure of the contract. Under no circumstance shall the company be liable to compensate for any loss or damage that may be caused to/by the vehicles while engaged in discharge of the Contractor's obligations under this contract.
28. The Contractor will have to indemnify BHEL against:-
 - i) All claims for injury or damage to any person property caused by his negligence or negligence of his employees whilst in BHEL premises.
 - ii) Observance of Labour & Industrial Laws.
 - iii) All claims by way of compensation and all other types of unforeseen claims, which may occur in the course of contract.
 - iv) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the relevant Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractors, their workmen servants or agents.
 - v) All claims, payments and losses that the company may have to make or suffer on account thereof. The Bidder shall whenever required to do so by the company or Govt. officials authorised under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
26. In case, the company is held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be paid by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
27. The Bidder will accept liability for compensation in accordance with the provision of the Motor Vehicles Act, 1988, Workmen Compensation Act, 1923 read with Employees State Insurance Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workman by accident arising out of and in the course of this contract. All statutory compliance are compiled by the bidders like PF, ESI etc.
28. This contract may be terminated at any time without paying compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.
29. BHEL can use these vehicle to any department of BHEL without restriction of running of vehicle.
30. Lowest bidder (L1) will be taken item wise separately. In case of tie, L1 will be decided by the latest model of the quoted vehicle. In case of further tie L1 will be decided by the draw of lots.

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Special Terms & condition for item no.2

1)

- a) **Diesel based Sedan Model taxi (with AC) with fuel & driver of minimum 1000 cc engine** -Assured run of 2200 km per month for vehicles will be given to the bidders, however the vehicles may be required to run extra upon assured run. Bidders are required to quote two separate rates as below –

- (1) Fixed amount for first 2200 km
(2) Rate per km above assured run.

- b) **Evaluation Method:-** Evaluation of offers to decide L1 (for item no.2 only) shall be done based on the running of 3500 km/month/car as given below:-

Rate quoted for fixed amount for 2200 km

+ (PLUS)

1300 km X Rate quoted for per km rate for km run above assured 2200 km.

The charges would be inclusive of all overhead charges like Fuel, Taxes, Comprehensive Insurance, Payment to staff, Vehicle maintenance, etc. but will not include GST.

- c) All the rates should be quoted in figure as well as in words in price bid.
d) All the offers received will be scrutinised and only the technically qualified offers will be considered.
e) The Technically disqualified offers will be rejected and no intimation shall be given by the management in this regard.
f) Tender priority i.e. L1, L2 & L3 party etc. for **Diesel based Sedan Model taxi (with AC) with fuel & driver of minimum 1000 cc engine** Tour car will be arrived at based on the rate quoted by the parties.
g) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof and no correspondence shall be entertained in this regard.
2. Rate Contract is intended for deployment of New Vehicles which should be registered u/s 2 (35) of MV Act for commercial use with RTO under Taxi permit. **Brand New vehicles or maximum 03 months old vehicles only shall be acceptable under this rate contract.** Successful bidders shall submit documentary proofs regarding RTO Certificate, insurance, fitness certificate, Police verification of all deployed drivers, etc. before deployment of the vehicles.
3. Transport Contractors who have purchased brand new or not older than 03 months (from the date of LOI/LOA) vehicles shall be considered for operation under this contract, provided they fulfil other conditions. However, Transport Contractors having no brand new vehicles of required type shall also be considered for operation under this contract provided they undertake to purchase and deploy the quoted vehicles (brand new) within one month from the date of award of contract.
4. The Vehicle will be utilised by Transport Pool Department for plying in Township/adjoining/Jhansi/Out Stations generally within the municipal limits of Jhansi with timings decided by BHEL.
5. **The monthly run is the sum of run of deployed vehicle on all the days of the month during which the vehicle was deployed. The run of the working days is counted as the meter reading's difference of first reporting in the pool and last duty performed**

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by KM reading in the pool. Any unauthorised journey by the vehicles will be disallowed. Log Book should be maintained with each vehicle by the driver.

6. The vehicle shall be required to operate throughout the month. One day off in each month shall be allowed by BHEL for maintenance and repair of vehicle.
7. The Transport Contractors are required to quote minimum two number of vehicles they intend to deploy in BHEL.
8. The drivers should have Mobile phone with at least incoming facility. The time of deployment of vehicle shall be decided by BHEL as per the requirement.
9. The contractor has to ensure the following to be provided while deploying the vehicles:-
 - i) The relevant documents like R.C smart card, Commercial Driving License, Road Permit and Pollution Certificate etc.
 - ii) All the deployed vehicles should be provided with deluxe seats. The back rest should be covered with white cover and the bottom with white towels.
 - iii) The cars should be provided with Music System, Clock, Foot matting and reverse horn.
 - iv) Perfumes spray should be provided inside the vehicle.
 - v) BHEL Monogram should be provided in front of the vehicle duly covered with radium light.
 - vi) A First Aid box and a complaint register should be kept in the vehicle.
 - vii) Vehicles should be provided with additional/emergency accessories like (a) Fan belt (b) extra wheel (c) Standard tool kit d) spare bulb (e) fuses (f) hose pipe (g) Charging point etc. to attend emergency repairs.
10. The contractor should maintain their vehicles as per the above specification throughout the contract period.
11. The contractor should also ensure that he/she will engage the vehicles with drivers who know the following genuine ethics and he will instruct them to implement the same :-
 - i. The driver should have minimum three years experience of driving similar vehicles with proof of valid license.
 - ii. The driver should keep the vehicle neat and clean daily/timely before reporting for the duty.
 - iii. The driver should allow the passengers to get inside the vehicle and then only he should enter into car.
 - iv. The driver himself should open and close the doors for all passengers/customers while getting into and getting out the vehicle.

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- v. **While on pick up from Station/Airport, the driver should display the Placard at the EXIT of the railway station/Airport. In case of non-compliance, penalty @ Rs.100/- on each occasion shall be imposed on Contractor.**
- vi. The driver shall not smoke/be drunken while on duty.
12. The name of tenderer with full official address, email and landline phone number(s) should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of Attorney holder. In the later case, copy of the power of Attorney duly attested by a Gazetted officer must accompany the tender.
13. Belated and revised offers after opening of the Price bid will not be considered, but BHEL reserves the right to invite fresh tender or to negotiate for reduction in rates/ terms of offer.
14. If a tenderer withdraws his offer after submission of the tender, or after acceptances of his tender fails to deploy the required numbers of vehicles, BHEL reserves the right to forfeit the Earnest Money so deposited and terminate the contract.
15. BHEL, Jhansi reserves the right to reject any Bidder or all the Bidders at any point of time without assigning any reason thereof.
16. This tender document shall be deemed to form an integral part of the contract to be entered into for this work.
17. The bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the bidders. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
18. BHEL Jhansi reserves the rights to have parallel contract with any number of contractors.
19. As and when required, Route permit/National permit/ Clearance from RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the Bidder at his cost. BHEL doesn't take any responsibility in this regard.
20. Tenders should remain valid for acceptance for a minimum period of one hundred and twenty (120) days from the date of Price Bid opening. The rates quoted should be firm for a period of four years from the date of acceptance of the tender except for adjustment in hiring rate due to change in Fuel price(suitable PVC included).
21. Log Book should be maintained with each vehicle by the Driver reflecting journey undertaken daily which will invariably be got filled-up by the user himself in all cases of other than fixed destination routine journeys affixing his signature and the same duly certified by the authorized official deputed for this work. The logbook shall be maintained as per the format / Annexure- F and the daily trip/ run details for billing shall be prepared on the basis of this.

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22. SUSPENSION/ TERMINATION

BHEL reserve the right to suspend/terminate performance of any or all of its obligations under the contract. Notice for a period of one month shall specify the obligation of which performance is to be suspended/terminated, the effective date of suspension/ termination and the reasons therefore. The contractor shall there upon suspend/ terminate performance of such obligation until ordered in writing to resume such performance by the same authority that ordered for suspension.

23. BHEL reserves the right to accept or reject any or all offers without assigning any reason.

24. BHEL reserves the right to use vehicle for any department.

25. BHEL reserves the right to cancel the contract at any point of time by giving one month's notice.

26. PENALTY:

i) For non-supply of stipulated vehicle/non arrangement of alternative vehicle, penalty at following rate shall be imposed and deducted from the running bills except subject to force majeure like fire, accident, any public unrest, any other act of God etc.

For A Diesel based Sedan Model taxi (with AC) with fuel & driver of minimum 1000 cc engine Rs. 1000/- on each occasion

ii) After resuming duty, if a contractor does not ply the vehicle for the rest of the day, driver remain absent, OR driver refuses to attend duty for any reason, penalty as above shall be imposed.

iii) In the event of breakdown of any vehicle, alternative arrangement of same model or latest model vehicle shall be made available by the contractor immediately at his own cost failing which penalty as at 26 (i) shall be applicable.

iv) While on duty, if the driver of the hired vehicle is found to be indulging in any case of disobedience/ misbehaviour/ malpractice/ fraud or any act of misdemeanour, a penalty amounting to Rs.1000/- will be imposed on the concerned contractor. Repeated acts of indiscipline are punishable by stopping the services without any notice or termination of the contract and other consequences depending upon the gravity of the case.

v) A penalty of Rs.100/- (Rupee One Hundred only) shall be levied and deducted from running bills on each occasion if the driver of the contractor does not display the BHEL PLACARDS at the EXIT of Railway Station/Airport and/or Hotels etc. as per instructions of the transport authorities.

vi) The penalty will be subject to GST as per the GST provisions.

19. Bidders are required to provide vehicles at the specified time and venue.

20. The successful contractor shall have to execute an agreement with BHEL on a non-judicial stamp paper of the value of Rs.500/- (Rupees Five Hundred Only) at his own cost.

21. BHEL reserves the right to check speedometer of the deployed vehicles at any point of time and if it is found inaccurate any suitable action, deemed fit, may be taken.

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22. The contracted vehicle(s) will be made available at all time in roadworthy condition duly substantiated with 'fitness certificate' so as to give uninterrupted service. In case contractors fail to provide the contracted vehicle(s) on any day. BHEL shall be at liberty to make suitable alternative arrangement. All such expenditure as also damage/ losses incurred by BHEL as a result of break-down of the Contractor's vehicle(s) or transport arrangement, will be deducted from the monthly running bills of the contractor and such damage/losses shall be determined by the BHEL at its sole discretion.
23. Only the authorised staff attached to the contracted vehicles or representative nominated by the Bidder shall be allowed entry inside the company's or any other premises during the course of contract.
24. The persons employed by the Contractor in respect of his vehicles will be treated as the authorised representative(s) and shall also be held responsible along with the Contractors, for any breach of the terms and conditions as provided in the contract.
25. The contractor shall be responsible for providing necessary staffs like Licensed Driver with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behaviour toward the staff & executives of BHEL and passengers in the vehicle.
26. Accidents occurring during the course of company's work should be reported by the contractors to the contractor first then in-charge (Transport Pool) immediately but not later than 24 hours. This will be followed by a detailed report from the Contractor.
27. The Bidders will operate their vehicles entirely at own risk. BHEL shall not be held responsible for any damage to the vehicle or any person or property while on the company's work or when parked in or about the company's or other premises.
28. The Bidders will make their own arrangements for the parking of their vehicles overnight or during off/holidays.
29. The Bidder will ensure that all vehicles under this contract agreement are covered by a comprehensive insurance policy throughout the tenure of the contract. Under no circumstance shall the company be liable to compensate for any loss or damage that may be caused to/by the vehicles while engaged in discharge of the Contractor's obligations under this contract.
30. The Contractor will have to indemnify BHEL against:-
 - i) All claims for injury or damage to any person property caused by his negligence or negligence of his employees whilst in BHEL premises.
 - ii) Observance of Labour & Industrial Laws.
 - iii) All claims by way of compensation and all other types of unforeseen claims, which may occur in the course of contract.
 - iv) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the relevant Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of or

I/ We agree with above

Acceptance of bidder: Seal & Sign



Tender Enquiry No. : CPR/TAXI/TPT POOL/19-20/03

- occasioned by the negligent, imperfect or improper performance of this contract by the Contractors, their workmen servants or agents.
- v) All claims, payments and losses that the company may have to make or suffer on account thereof. The Bidder shall whenever required to do so by the company or Govt. officials authorised under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
26. In case, the company is held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be paid by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.
27. **The bidder will observe and comply themselves with the requirements of the Minimum Wages Act and other Industrial & Labour legislations for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee. BHEL will not be liable for any non-compliance of statutory laws.**
28. The Bidder will accept liability for compensation in accordance with the provision of the Motor Vehicles Act, 1988, Workmen Compensation Act, 1923 read with Employees State Insurance Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workman by accident arising out of and in the course of this contract. All statutory compliance are compiled by the bidders like PF, ESI etc.
29. This contract may be terminated at any time without paying compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.
33. **PRICE VARIATION:** In case of any change in the cost of Fuel, the hiring rate shall increase/ decrease for every one Rupee or part thereof per liter increase/ decrease in the cost of fuel subject to documentary evidence. The change will be as per following rates:-

| Type of Vehicle | PVC per km |
|---|------------|
| Diesel based Sedan Model taxi (with AC) with fuel & driver of minimum 1000 cc engine | 06 paisa |

PVC is applicable on both the rates, that is on fixed amount of assured run & excess running over assured run.

The retail Sale Price of diesel existing on 1st of each month shall be applicable throughout the month. The rates shall be declared for the whole month. Diesel price on 1st of calendar month (1st Feb, 1st Mar., 1st Apr. etc.) will remain same up to end of the month (1st Feb. to 28th Feb, 1st Mar. to 31 Mar. etc.)

The retail sale price (RSP) of diesel applicable for Jhansi as printed in Amar Ujala, shall be the basis for calculation of price change.

I/ We agree with above

Acceptance of bidder: Seal & Sign



Tender Enquiry No. : CPR/TAXI/TPT POOL/19-20/03

Base rate of Diesel for this contract will be taken as per rate of Diesel price as on 01 August 2019 of Amar Ujala, Jhansi.

This increase in Rate shall be applicable in period from 1st day of the month to Last day of the month. (Both included).Rate increase on any other account will not be permissible.

No increase will be admissible on any other account.

34. The contract will be for a maximum period of 04 years from the date of deployment of vehicles. However, BHEL may extend period of contract further subject to maximum of one years on same terms and conditions of depending upon the performance and satisfactory services rendered. Suitable PVC in respect of Diesel prices will be incorporated in the contract.
35. BHEL reserves to short close the contract at its discretion at any point of time without assigning any reason thereof.
36. Payment to contractor will be generally made within 45 days. Contractor will submit the bills (in duplicate) on monthly basis, which will be dully verified, checked and passed by Transport Pool Department and forwarded to Finance Department for releasing payment to the party.
37. The total hiring charges payable will be rounded off to the nearest full rupee value.
38. Lowest bidder (L1) will be taken item wise separately. In case of tie, L1 will be decided by the latest model of the quoted vehicle. In case of further tie L1 will be decided by the draw of lots

I/ We agree with above
Acceptance of bidder: Seal & Sign



Bharat Heavy Electricals Limited, Jhansi

COMMUNICATION & PUBLIC RELATION
Tender Enquiry No : CPR/TAXI/TPT POOL/19-20/03

Annexure “E”

PRE- QUALIFYING REQUIREMENT

Contract for Hiring of 4 Nos. Diesel based Sedan Model taxi (with AC) & with fuel & driver of minimum 1000 cc engine 3 Nos. Diesel based Sedan Model taxi (with AC) & without fuel & driver of minimum 1000 cc engine.”

| <u>Qualifying Requirement</u> | |
|--|--|
| EMD of Rs. 50,000.00 | Submitted |
| Valid MSMED Certificate and “ Bid Security Bond” on non-judicial stamp paper of Rs. 100/- (for the bidders claiming exemption for submitting EMD) | Submitted |
| Copy of Registration of minimum one owned Diesel based taxi (with AC, Sedan Model) of minimum 1000 cc engine duly registered in their own name/firm/ partner’s name. (<u>Holding power of attorney for vehicles will not suffice to be ownership</u>). | Submitted |
| Experience of having successful operation of taxies for reputed Govt./ PSU/PVT. Org./schools for a period of minimum one year during last five years ending on 31-03-2019. Documentary proof to be submitted. BHEL reserves the right to verify the documents. | Submitted |
| Declaration on Rs. 100/- non judicial stamp paper that deployment of vehicle will be done within 04 to 06 weeks from issuance of L.O.I./Award Letter | Acceptable |
| After receiving the Work Order from the BHEL, vehicles to be deployed shall be brand new or not be older than 03 months duly (from the date of L.O.A) registered in their own name / firm / partner’s name only. | Acceptable |
| Transport Contractors have establishment/office within Municipal limits of Jhansi or near BHEL, Jhansi | Please submit your address with email, phone no and name of contact person |
| All terms & conditions related to legal and financial impact are acceptable | Acceptable |
| GST No. / Certificate copy / Exemption Certificate (Certified by CA) | Submitted |
| PAN No./ Copy of PAN | Submitted |
| Blank Price Bid | Submitted |

I/ We agree with above
Acceptance of bidder: Seal & Sign



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No:

Annexure: I

गेट पास आवेदन

(ठेकेदार के संविदा श्रमिकों हेत)

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.

(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 मुझ 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.



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| 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)

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| 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 |

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



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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)

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| | <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)

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| | <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)

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| | 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/salwar and light blue kurta / kameez/ top for female. The uniform should have logo of the contractor's firm / company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.</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 |

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| | 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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| | (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) | | |

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| (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>SI</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> | | SI | 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/- |
| SI | Security Deposit | Stamp Duty Applicable | | | | | | | | | | | | |
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| 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/- | | | | | | | | | | | | |
| 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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| | 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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| (ii) | <p>Payment towards work contract will be made to the contractor on the basis of following: -</p> <table border="1" data-bbox="313 289 1268 478"> <thead> <tr> <th>SI no</th> <th>Job / Activity</th> <th>Unit of Measurement</th> <th>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" data-bbox="313 569 1268 751"> <thead> <tr> <th>SI no</th> <th>Area</th> <th>No of Man days</th> <th>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 | | | |
|--------------|--|---------------------|-----------------|---------------------|-----------------|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|-------|------|----------------|---------|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|
| SI no | Job / Activity | Unit of Measurement | Quantum of Work | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| SI no | Area | No of Man days | Remarks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (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 | <p>Penalty for delayed performance / payment.</p> <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. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| (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**



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| | 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. |

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| | 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 |
| | <p>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.</p> <p>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</p> |
| 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)