

# TENDER

Contract for unloading, loading, segregation, distribution, unpacking and stacking of various types of incoming material inside BHEL Bhopal

**Due to open on 13/11/2020 (Two Bid)**



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### PART II

PRICE BID (TO BE SEALED IN SEPARATE ENVELOP) - 1 Sheet

Total 21 Sheets

**CENTRAL RECEIVING DIVISION**  
BHARAT HEAVY ELECTRICALS LIMITED  
A GOVERNMENT OF INDIA UNDERTAKING  
B H O P A L - 4 6 2 0 2 2 (M. P.)



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	<u>Notice Inviting Tender</u>	

**(1) Scope of Work:**

Central Receiving Stores Division, BHEL, Bhopal invites tender on two part bid basis (Part I-Techno-Commercial Bid & Part II- Price Bid) from experienced and financially sound contractors for the following work:

S. No.	Work Description	UoM	Quantity
1	Unloading & loading, distribution, stacking and shifting of cylinders, drums etc.	No	14009
2	Unloading & loading, distribution, stacking and shifting of special & bulky items e.g. sand, bricks, pig iron, pinions, plywood etc. as decided by BHEL.	No. of Trucks	461
3	Unloading & loading, distribution, stacking and shifting of boxes/packages (any type, any weight)	box	72424

**(The above quantity is indicative)**

- (2) The bidder has to obtain Labour License for the work. Copy of PAN card is required to be enclosed with tender documents (if not submitted earlier).

Note: Please refer instructions to tenderer for further details.

**Above mentioned criteria should be met by the bidder himself and not by any associate firm.**

**(3) Contract Period:**


Full 12 calendar months from the date of commencement of work.

**(4) Experience Criteria:**

Offers of bidders having experience of material handling (Loading, Unloading, packing and Stacking etc.) through deploying labourers for carrying this type of work in a period of seven years (01.04.13 to 31.03.20) will qualify. Bidders will have to fill experience details as per Annexure-C of Instructions to Tenderers, failing which the offer will be rejected.

**(5) Earnest Money Deposit:**

Earnest money deposit of Rs 28644/- (Rs twenty eight thousand six hundred and forty four) through electronic mode in favour of "Bharat Heavy Electricals Pvt. Ltd., Bhopal" should accompany the techno-commercial offer. Offer without EMD will be rejected. However the contractors

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who have deposited one time EMD of Rs. 5 Lakhs are required to enclose the documents as proof in lieu of EMD (*However MSME firms are exempted from EMD*).

Above mentioned criteria should be met by the bidder himself and not by any associate firm.

- (6) Last Date of Bid submission: 13/11/2020, Friday (Unto 11:00 AM )  
Date of Techno-commercial bid opening: After 02:00PM on the same day

- (7) Venue for Submission of Bid and Opening of Bid:


Tender Room  
Administrative Building  
Ground Floor Western Wing  
BHEL, Piplani,  
Bhopal - 462 022.

- (8) Detailed information regarding bidding document if required can be obtained from  
Shri Vishnu Agrawal, Dy. Manager (FSX), Phone 2502582, Mob: 9406906070,  
Or Shri Amit Choudhury, Sr. DGM (FSX) Phone 2503217, Mob: 9425015594 between  
8 AM to 5 PM on all working days.

- (9) Bid should be addressed to Sr. DGM(FSX)  
The techno commercial bid and price bid should be enclosed in **two different sealed envelopes** & both to be kept in a **Third super scribed envelope**. It should have the following details –
- Name of the Bidder (Sender)
  - Enquiry Reference: **CRX/Unloading/2020-21/W2 due to open on Date 13/11/2020.**
  - Name of the tender: unloading, loading, segregation, distribution, unpacking and stacking of various types of material in BHEL Bhopal.

Vishnu Agrawal  
Dy. Manager (FSX)  
BHEL, Bhopal



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- 1.0 Sealed Tenders can be dropped in the Tender Box as specified in NIT.
- 2.0 Before tendering, the tenderer is advised to inspect the site of work and the environment and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 3.0 In case of any query/doubt on the tender specifications, bidder shall contact the concerned authority for clarification before tender submission. **No condition/deviation** w.r.t. terms & conditions of the tender are acceptable.

**4.0 Quotations :**

Firms are required to submit quotation in **two parts bid system**, as per below details-

- 4a. The **Part-I Techno-commercial bid** in a **sealed envelope** shall contain following minimum documents but not limited to :
1. Fresh EMD of Rs 28644/- or one time EMD of Rs 5 lakhs.
  2. DD or MR of Rs.500+12% GST = Rs. 560/- towards tender cost.
  3. Copy of PAN card. If not submitted earlier
  4. Declaration sheet as per proforma at Annexure-'A'
  5. Bank Account particulars with MICR no. for Electronic Fund Transfer as per Annexure-'B' If not submitted earlier
  6. Copy of work order/documents in support of experience as per Annexure-'C'
  7. Check list and schedule of general particulars as per Annexure-'D'
  8. GST Registration certificate.
  9. \*Copy of PF & ESI Registration and labour license.
  10. Balance Sheet along with profit & loss A/C of last three years ending on 31<sup>st</sup> March 2019 (FY 16-17, 17-18 & 18-19)


\*Note: Contractors are required to submit copy of PF registration, ESI registration and labour licence before the commencement of the work. However the contractors who have these documents may enclose them with technical bid (ESI & PF Registrations).

- 4b. The **Part-II** shall contain only **Price bid** in a **separate sealed envelope**.

Price bid will be opened for only those firms which are found technically and commercially acceptable in Part-1 (**Techno-commercial bid**).

1. Bid should be free from correction, overwriting, using corrective fluid etc. any interlineation, cutting or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid, else bid shall be liable for rejection. All Overwriting/cutting etc. will be numbered by bid opening officials and announced during Bid opening.
2. If, in the price structure quoted for the required goods/ services/ works, 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



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opinion of the contracting division there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

3. 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.
4. 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 (2) and (3) of clause 4b above.
5. 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 purchaser, the bid is liable to be ignored.

5.0 Each page of the offer shall be duly signed by an authorised person, with all formalities, in a sealed & properly super scribed envelope and shall be deposited, in tender box at the designated venue, on or before the date and time as specified in NIT.

6.0 Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present.

7.0 The rate shall be quoted as the final rate but **Excluding GST**. No escalation/additional/ overtime/ waiting charges will be paid other than the Quoted rate.


8.0 An offer will be treated as **invalid** offer if it contains any condition, deviation or insufficiency. Quoting of any ambiguous, **overwritten**, unclear or **erased rate** in Price bid to be strictly avoided. Any such case may lead to cancellation of the offer /bid.

9.0 Validity period of an offer shall be three months (90 Days) from the date of tender opening.

Signature of Contractor/Bidder  
(Seal)



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**ANNEXURE – A**

**Declaration Sheet**


I / We, ..... hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification (CRX/Unloading/2020-21/W2) are true and complete to the best of my / our knowledge. I / We have gone through the NIT, Instructions to tenderers, General terms & conditions and Scope of work & special conditions and Statutory compliances with the requirements and intent to execute the work as per specification, without any deviation.

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

Signature of Contractor/Bidder(Seal)



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## ANNEXURE – B

### Bank Account particulars with MICR no. for Electronic Fund Transfer

BHEL has decided to make all payments through Electronic Fund Transfer. Bidders are requested to give the following details along with your quotations so that this can be stored in our records for effecting Electronic Fund Transfer. Please note that hence forth we propose to make all payments through EFT.

Following data is required to enable processing of e-payments to vendors.

1. Name of the Supplier (max 60 char.)
2. Account Number (max 17 char)
3. Name of the bank, branch, city (max 20 char, max 40 char, max 20 char)
4. Branch Code ( max 5 char)
5. MICR Code (max 30 char)
6. IFSC Code (max 30 char) (Every NEFT enabled bank /branch has a unique IFSC Code(Indian financial security code, this code may differ from RTGS IFSC code)

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

Those who had already sent the EFT details may please reconfirm/check the details (it is available in your B2B login)


Vendors /bidders may please further note that the above requirements are deemed to be part of the Tenderer / purchase enquiries issued by BHEL Bhopal even if it is not explicitly stated in the printed Tender / purchase enquiry form.

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

7. Email address (max 40 char Compulsory)
8. Details of TIN No (11 char)
9. Micro Small Medium (MSMED)Certificate (if applicable)

Signature of Contractor/Bidder  
(Seal)



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### ANNEXURE – C

#### Information of Jobs Executed In Past Seven Years (01.04.13 to 31.03.20)

Type of Work: Material handling (loading, unloading, stacking packing etc.) through labours / Crane.

Sl. No.	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Qty.	Value of Contract executed	Date of completion


Note: Copy of supporting documents like work order, work completion TDS certificate may be enclosed.

- i) As per CVC guideline average financial turnover during the last 3 years, ending 31<sup>st</sup> March 2019 (previous financial year), should be at least 4.3 Lacs.  
AND
- ii) Experience of having successfully completed similar work of material handling (loading, unloading, stacking etc.) during last 7 years ending last day of March, 20 should be either of the following
  - a. Three similar completed works costing not less than 5.73 Lacs.  
OR
  - b. Two similar completed works costing not less than 7.16 Lacs.  
OR
  - c. One similar completed work having volume not less than 11.46 Lacs.

Signature of Contractor/Bidder  
(Seal)




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<b>ANNEXURE – D</b> <b><u>Checklist &amp; Schedule of General Particulars</u></b>		
NOTE: Bidder shall fill in the following details and no column should be left blank.		
1.	Name & Address of the Bidder	
2.	Fax / Email Address	
3.	Phone No. (Office)/ Mobile nos.	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	
5.	Tender Cost Rs.500+12% GST= 560/-	
6.	Bidder's proposal No. & date	
7.	Whether EMD of Rs 28644/- submitted (By pay order/ bank draft) or one time EMD of Rs. Five Lakh. Pl. give details.	Yes/No/ NA
8.	Submission of Declaration Sheet (in the format Annexure "A")	Yes / No
9.	Submission of Bank Particulars (in the format Annexure "B")	Yes / No/ NA
10.	Submission of signed and stamped downloaded copy of documents "A" Instructions to tenderer "B" Scope of work and special conditions "C" General terms & conditions "D" Statutory compliances.	Yes / No
11.	Submission of Attested copy of power of attorney if signed by person other than the owner.	Yes / No/NA
12.	Submission of copy of PF, ESI and Labour licence as applicable	Yes / No
13.	Submission of photocopy of PAN card	Yes / No
14.	GST Registration	Yes / No
15.	Submission of price bid in another sealed envelope	Yes/ No
16.	<b>PQC (Pre qualifying Criterion)</b>	
17.	Submission of details of experience (in the format Annexure "C")- if required a separate sheet can be enclosed	Yes / No
18.	Details of Experience: Successfully Completed similar work of Loading unloading in 07 years ending March 2020 a. Three similar completed works costing not less than 5.73 Lacs. OR b. Two similar completed works costing not less than 7.16 Lacs. OR c. One similar completed work having volume not less than 11.46 Lacs.	
19.	Submission of Balance Sheet(FY 16-17, FY 17-18 & FY 18-19) Minimum Rs. 4.3 lakhs	Yes/ No

Signature of Contractor/Bidder  
 (Seal)

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#### 1.0 SCOPE OF WORK:

Item wise detail of work to be executed is mentioned below –

- a. Unloading, loading, segregation, distribution and stacking of all types of Cylinders, drums and other similar items received anywhere in the plant/township through any medium.
- b. Unloading, loading, segregation, distribution, unpacking and stacking of Special and bulky items such as sand bags, pig iron, bricks, white cement, calcium carbide, insulator, shot blast, chain link, barbed wire, refractory items, electrodes and other similar items received anywhere in the plant/township through any medium.
- c. Unloading, segregation, distribution, unpacking and stacking of all incoming material other than 'a' and 'b' above received anywhere in the plant/township through any medium.
- d. Work involves stacking of material on CRX platforms and arranging item wise, LR Wise, SRV Wise etc.
- e. Distribution of the material by loading on BoT (jumbo), fork lifter or any other mode of conveyance to the respective stores/bonded areas of CRX, unloading and stacking at stores/bonded areas.
- f. Unpacking of material cases and stacking as per BHEL instructions.
- g. Cleaning of area of packaging material and disposal to dust bin.

#### 2.0 PERIOD OF CONTRACT:

The period of contract shall be full 12 calendar months from the date of commencement of work/ Issue of LOI as per required.


#### 3.0 REQUIREMENT OF LABOURERS:

- 3.1 An average manpower of 10-12 unskilled labours is to be deployed for the above work which may be increased according to the need of work. The work involves completing the activity as per the requirement of BHEL by the man power deployed by contractor and nothing extra shall be paid for over stay/ working on Sunday & holidays/over –time.
- 3.2 Contractor has to arrange police verification of all of his works deployed for this contract to arrange entry passes.

#### 4.0 TERMS & CONDITIONS:

- 4.1 The contractor shall deploy labourers for unloading from jumbo/fork lifter, truck etc. to ensure smooth operation. No extra payment shall be made towards engagement beyond 8 (eight) hours.
- 4.2 The normal working hours shall be on all working days in the 1<sup>st</sup> shift /General shift as applicable. However, it may be required in 2<sup>nd</sup> shift and even on Sunday/Holidays, depending upon requirement.
- 4.3 Proper records shall have to be maintained by the contractor regarding the work done, for the purpose of monitoring/measurement and bill payment.



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#### 5.0 OTHER CONDITIONS:

- 5.1 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such act shall be borne by the contractor. BHEL shall not be responsible for any such acts, omissions or any liabilities arising there from.
- 5.2 Accident occurred during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later, than 24 hours. This should be followed by a detailed report from the Contractor.
- 5.3 BHEL reserves the right to short close the contract at its discretion at any point of time with one month notice period without assigning any reason thereof.
- 5.4 The bidders offer may be rejected based on unsatisfactory past performance/past illegal or illegitimate activities by contractor/any of its labourers/staff in any of the contracts of BHEL Bhopal or any of its units. Further, in case of false information given by the bidder, as found at any stage of the contract, the bidder shall be de-barred and its EMD/ Security shall be forfeited.

#### 6.0 SAFETY & OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the man, method and machine involved and to comply with the security/ safety regulations of BHEL and other Government/regulatory/statutory body, inside/ outside the BHEL factory. The contractor is required to maintain first aid box at the work place.


#### 7.0 PAYMENT TO CONTRACTOR:

- 7.1 Progressive payment may be regulated as follows, subject to the deductions towards security deposit, income tax with surcharge, GST, any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis.
- 7.2 TDS will be deducted under Income Tax Act and GST Act.
- 7.3 All payments shall be released by BHEL within 60 days (45 days for MSME contractor) through electronic pay mode only.
- 7.4 Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and forwarded by concerned engineer to Finance Department for further checking, passing of bill and releasing payment to the party.
- 7.5 GST shall be paid extra over quoted rate as per Govt. norms only upon production of documentary evidence.
- 7.6 Payment to contractor shall be made only when proof of payment along with PF, ESI etc. by contractor to its labourers is produced by contractor before concerned BHEL authority in the manner decided by BHEL.

#### 8.0 GST PROVISIONS RELATED TO BILLING & PAYMENT TO CONTRACTOR:

- 8.1 HSN Code/SAC rate of tax under GST and applicable GST (IGST/CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
- 8.2 GST portion of the invoice shall be released only upon: -
  - 8.2.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
  - 8.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.



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- 8.2.3 Receipt of goods/services and Tax Invoice by BHEL and
- 8.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal.
- 8.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
- 8.2.6 Contractor has to give an undertaking of BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- 8.3 Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
- 8.4 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and/or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.
- 8.5 Reverse Charge under GST-
- 8.5.1 In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the dated of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 8.5.2 Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.
- 8.5.3 Liquidated Damage/Penalty Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.


**9.0 PAYMENT TO LABOURERS BY CONTRACTOR:**

- 9.1 All the payment to be made by contractor to its labourers is to be paid directly into their bank account. No cash payment is permitted under this works contract.
- 9.2 Contractor must make timely payment to its labourers in accordance with BHEL rules/guidelines and other laws/regulation. Action in accordance with BHEL rules/guidelines and other rules/laws/guidelines/circulars etc. shall be taken if timely payment is not made to labourers.

**10.0 EVALUATION OF THE OFFER:**

- 10.1 No conditions or deviations should be asked for in price bid.
- 10.2 The work is indivisible and total work shall be ordered on the L1 bidder (single party) who quotes the lowest rate in totality.
- 10.3 The quoted prices should be firm. No variation in price shall be allowed.
- 10.4 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit.
- 10.5 Bidder should meet experience criterion as defined in Annexure-“C” of Instruction of Tenderers. Bids not having above experience are liable to be rejected, hence bidders are



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required to enclose copy of work order, work completion certificate etc. in support of their experience.

10.6 If any two parties quote the same rate in totality (tie In total amount ) then the bidder who is having higher average turnover of last three years (ending on 31<sup>st</sup> March 2019) shall be considered L-1 and work will be awarded accordingly.

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

#### 11.0 PENALTY CLAUSE:

11.1 Contractor has to ensure timely Completion of all the work as per the requirement of BHEL.

11.2 Penalty shall be imposed if contractor delays in performing any unloading activity and incoming vehicles are not unloaded within 24 hours. Date and time of UMID (entry) of vehicle shall be considered for penalty calculation. BHEL shall deduct a penalty @ 110% of the offered rate against corresponding work item from the bills. GST, as applicable, shall be charge extra on penalty amount.

11.3 Decision taken by contracting executive/department with regard to penalty shall be final and binding on contractor and contractor shall not have any claim whatsoever in this regard.

#### 12.0 RISK AND COST CLAUSE:

If work is not executed OR partly executed within the agreed execution period/conditions, BHEL reserves the right to cancel the order/contract and get the work executed by alternate sources at the risk and cost of contractor. In such event, it shall be obligatory on part of contractor to make good any loss suffered by BHEL.

13.0 BHEL reserves the right to cancel this tender without assigning any reason whatsoever and in such cases no bidder shall have any claim arising out of such action.

Name & signature of the bidder  
(Seal)





BHEL, BHOPAL

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**1.0 DEFINITIONS:**

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, and successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the Agreement, the Work Order, General Terms & Conditions of the Contract, Instructions to tenderer, Statutory Compliances & the Letter of Intent / Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 LETTER OF INTENT** shall mean the intimation by a letter / Email / Fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.5 'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.

**2.0 MODES OF COMMUNICATION:**

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized person. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized person, email address in advance.

**3.0 FACILITIES TO BE PROVIDED BY BHEL:**

- 3.1** BHEL shall provide water, light, BoT, Fork Lifter, Truck, crane facility whenever needed. Rest everything is to be arranged by contractor.

**4.0 EARNEST MONEY DEPOSIT (EMD):**

As per works policy 14.09.2016 (clause 5.1.1) of BHEL, contractor has to deposit Earnest Money amounting to Rs 28644/-.

**Note:-**contractors who have deposited one time EMD of Rs.5, 00,000/- need not to deposit EMD along with tender documents.

- 4.2** BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- (a) After opening of tender revokes /withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
- (b) Fails to start the work within the period as per LOI, contract/ within 3 days after award of contract.

**5.0 SECURITY DEPOSIT:**

- 5.1** Upon acceptance of offer, the successful bidder shall deposit 5% of the contract value as security deposit.
- 5.2** At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.





BHEL, BHOPAL

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**5.3 REFUND OF SECURITY DEPOSIT:**

The Security deposit shall be refunded to the firm, only after minimum one month of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

**6.0 AGREEMENT SIGNING:**

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, worth Rs.500/- in the prescribed format. The cost towards agreement shall be borne by the firm.

**7.0 SAFETY COMPLIANCES & OTHERS:**

- 7.1** The contractor shall be fully responsible for safety of the vehicles, personnel and to comply with the security / safety regulations of BHEL/Govt, inside factory. The contractor is required to maintain first aid box at work place. The contractor shall ensure that no damage is caused to any person/any existing work / property of BHEL/ other parties working inside the factory.
- 7.2** Accident occurred, if any, during the course of company's work should be reported by the Contractors to BHEL immediately. This should be followed by a detailed report from the Contractor.
- 7.3** The Contractor will have to indemnify BHEL against –
- (a) All claims for injury or damage to any person/property caused by his negligence or negligence of his staffs and any other unforeseen claims, whilst in BHEL premises.
- (b) It is contractor's liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any of his workmen by accident arising in the execution of this contract.
- (c) BHEL shall not be held liable for any loss, damage or compensation to third parties rising from or in relation to transport operations done by the contractor. If any such damage/loss is caused, the contractor shall be responsible to make good the losses and compensate the affected parties/victims at his own cost.
- (d) The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor. BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

**8.0 GENERAL CONDITIONS:**

- 8.1** The contractor should follow the prevailing Industrial / Labour laws/ Govt. laws as amended from time to time.
- 8.2** The Contractor shall be fully responsible for the performance of the workmen deployed by them. The work shall be executed strictly in accordance with the instructions given by BHEL.
- 8.3** **Gate Pass** for entry into BHEL Factory would be required for all the persons deployed by the contractor. Special permission would be required for working beyond normal working hours. The contractor shall be arranging the passes and working permission beyond normal working hours on their own. BHEL shall provide necessary help and guidance for the same.
- 8.4** The contractor will be solely responsible for all disputes, strikes and other issues connected with his workmen. The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked.
- 8.5** BHEL reserves the right to short-close the contract at its discretion at any stage with one week notice period without assigning any reason thereof.

**9.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION:**

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

**10.0 TERMS OF PAYMENT:**

- 10.1** Firm shall submit their clear & legible bills (in duplicate) **on monthly basis**, duly verified/signed by concerned contracting executive through Measurement Book.





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- 10.2 Payment shall be released normally, within 60 days (45 days for MSME contractor), after submission of the bills (Measurement Book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.
- 10.3 No interest shall be payable by BHEL on Earnest Money, Security Deposit/or on any money due to the Contractor by BHEL.
- 11.0 FORCE MAJEURE:**
- 11.1 Notwithstanding anything contained in the contract, neither BHEL, nor the Contractor 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 BHEL or the contractor; 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 BHEL or the contractor has no control.
- 11.2 The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.
- 11.3 Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.
- 12.0 ARBITRATION:**
- 12.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the contracting executive in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- 12.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 12.3 The Arbitration proceedings shall be held at Bhopal.
- 13.0 RIGHTS OF BHEL:**
- BHEL reserves to itself the right to terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in any event of the followings:-
- Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
  - Insolvency of the contractor, Persistence disregard of the instructions of BHEL.
  - Assignment, transfer, subletting of the contract work without BHEL's written permission.
  - Non-fulfilment of any contractual obligations.
  - BHEL reserves above rights in respect of this Contract without entitling the Contractor to any compensation.
- 14.0 SUPERVISION OF CONTRACTOR LABOUR:**
- The contractor should either itself act as supervisor OR provide for at least one designated person per shift as supervisor. All issues regarding discharge of work as per conditions of work contract, discipline at the workplaces and for the purpose of work allocation, early/late entry and exit, snacks distribution etc. are to be organized in a systematic manner as desired by "BHEL". No separate charges will be payable for such supervisor. If contractor does not supervise the work, it may lead to termination of the work contract.





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**15.0 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:**

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

**16.0 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:**

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

**17.0 PAYMENT TO LABORERS:**


- 17.1 Contractor shall ensure payment of statutory prescribed minimum wages along with BHEL additional wages, as applicable from time to time, through worker's bank account only (no other mode of payment shall be acceptable) and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- 17.2 In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 17.3 Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- 17.4 Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- 17.5 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment Compensation under Act will be the sole responsibility of the contractor.
- 17.6 Over and above the daily wage rate, payment shall be made for leave with wages.
- 17.7 In case a contractor employs women as employee, contractor will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave etc. as per rules
- 17.8 Contractor shall be responsible for making payment of wages before the expiry of 7 day after the last day of the wage period in respect of which the wages are payable and to ensure disbursement of wages through bank.

**18.0 FIRST AND FINAL BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VI A & VI B:**

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

Name & Signature of the bidder  
(Seal)



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### **STATUTORY COMPLIANCES TO BE ENSURED BY CONTRACTOR**

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

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


Seal and Signature of Contractor/Bidder

### **PAYMENT OF WAGES**

**Contractor shall be responsible for making payment of wages to its labourers/staff directly into their bank account before 7<sup>th</sup> day of every month.** Contractor shall submit proof of such payment to authorised representative of contract operating division & representative of HR in the format as may be decided by them, who shall record under his signature at the end of entries in the Register of wages in the following form-

"Certified that the amount shown in column no. .... has been directly paid into the workers' bank account on date .....". In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.



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#### SAFETY AND DISCIPLINARY ACTION


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

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

1. Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
2. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
3. Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F. /ESI/bank account details and also to enable him to furnish information to Ministry and Labour department as may be required.

Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.



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#### **COMPLIANCE OF STATUTORY PROVISIONS**

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

- Contract Labour (R&A) Act 1970 and Rules 1971.
- Payment of Wages Act.
- Minimum Wages Act 1948, M.P. Rules 1958
- Employees State Insurance Act 1948, Rules and Regulations 1950
- Employees Provident Fund Act 1952 and Pension Scheme 1995
- Workmen's Compensation Act 1923
- M.P. Industrial Relations Act 1960.
- Factory Act 1948
- Maternity Benefit Act 1961
- Equal Emolument Act 1976
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Inter State Migrant Act.

#### **STATUTORY INSTRUCTIONS TO CONTRACTOR**

(To be ensured by contracting dept.)

#### **STATUTORY REGISTRATIONS AND CLEARANCES – PRE-REQUISITES**


Contractor shall commence the work only after obtaining:

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

#### **CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT**

1. Employment card as per rule no 76 of contract labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holiday with written permission.
7. Obtain insurance cover for his employees/equipment, tools etc. & third party insurance coverage at his own cost.



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8. Remit Provident Fund contributions in prescribed 3A & 6A forms.
9. ESI contributions in Form 6.
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment as per minimum wages act, 1948 in addition to BHEL wages as applicable from 01.04.14 and onward revisions, in presence of HR and concerned dept. representative.
14. Preferably Uniform to labours different from BHEL employees
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

#### PAYMENT OF WAGES ACT

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

#### ON COMPLETION OF WORK

Submit PF & inspection report

Notice of completion - Form 25 A (8).

Seal and Signature of Contractor/Bidder



Part II					
Price Bid					
Contract for unloading, loading, segregation, distribution, unpacking and stacking of various types of incoming material inside BHEL Bhopal					
To be sealed in a separate envelop					
Ref: CRX/Unloading/2020-21/W2					
S. No.	Type of Work	UoM	Qty	Rate	Amount
1	Unloading & loading, distribution, stacking and shifting of cylinders, drums etc.	No	14009		
2	Unloading & loading, distribution, stacking and shifting of special & bulky items e.g. sand, bricks, pig iron, pinions, plywood etc. as decided by BHEL.	No. of Trucks	461		
3	Unloading & loading, distribution, stacking and shifting of boxes/packages (any type, any weight)	box	72424		
Total Amount					
Total amount in Words:					
<b>Important Notes:</b>					
1. Rates should include all charges. GST as applicable shall be paid extra on submission of documentary evidence					
2. Bid should be free from correction, overwriting, using corrective fluid etc. any interlineation, cutting or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid, else bid shall be liable for rejection.					
All Overwriting/cutting, etc will be numbered by bid opening officials and announced during Bid opening.					
3. If, in the price structure quoted for the required goods/ services/ works, 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 contracting division there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.					
4. 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.					
5. 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 (3) and (4) above.					
6. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.					