

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

SCRAP & SURPLUS DISPOSAL DIVISION

NOTICE INVITING TENDER

NIT NO.: - SDX/2019-20/WO 1

DATED: - 14/11/2019

1. **SCRAP & SURPLUS DISPOSAL DIVISION** BHEL Bhopal invites tender in two bid system for the following work: -
2. **Name of works:** - Works contract for transportation & final disposal of hazardous waste from SDX, BHEL, Bhopal.
3. **Scope of work:** - As mentioned in section – 2 of tender documents.
4. Tender documents can be downloaded from website bhel.com, Tender cost of Rs. 1500/- can be submitted online only in favour of BHEL Bhopal receipt will be enclosed with tender documents and TC is not refundable. GST will be extra.
5. **The bidder should meet all the following statutory requirements.**
 - a) I/Tax PAN No.
 - b) Any other requirement as per labour laws etc.
 - c) Authorization/certificate of CPCB/MPPCB/STATE PCB.

Please refer para – 4 (page-1) and annexure ‘C’ (page-5) of instructions to tender section-1 for further details.

Note: - Above mentioned criteria should be met by the bidder himself and not by any associate firm. Offer of parties not registered with PF & ESI are liable to be rejected.
6. **Contract Period: - One Year from the date of commencement.**
7. Last date of bid submission Dt. **06.12.2019 before 11:00 am**
8. Date of techno-commercial bid opening: - 14:00 Hrs on the same day
9. Venue for submission of bid and opening of bid:
Tender Room, Ground Floor Western Wing
Administrative Building
Ground Floor
BHEL Pilani Bhopal - 462022
*Sealed envelope of bid must be dropped in the green coloured box exclusively provided in tender room for works contract.
10. Detailed information regarding bidding document if required can be obtained from Uma Shanker Meena (DGM/ SDX) Phone No. 0755-2505124 Mobile No. 9425604902 E-mail: - usmeena@bhel.in.
Shri Kamaljit (AGM/ SDX) Phone No. 0755-2503097 Mobile No. 9425604517 E-mail :- kamaljit@bhelbpl.co.in Between 10:00 AM to 4:00 PM on all Working Days
11. Bid should be addressed to AGM (SDX) BHEL Bhopal
The bid should be submitted in a sealed cover and the envelope to have on it: -
 - A. Name of the bidder (sender)
 - B. Enquiry reference **SDX/2019-20/WO 1 Dated: 14/11/2019 Due Date: 06/12/2019**
 - C. Tender/bid for the works contract for transportation and final disposal of hazardous waste.

Uma Shanker Meena
DGM (SDX)

INSTRUCTION TO TENDERER

(Tender No.SDX/2019-20/WO 1)

Name of work: - WORK CONTRACT FOR TRANSPORTAION & FINAL DISPOSAL OF HAZARDOUS WASTE FROM SDX IN BHEL, BHOPAL

- 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 environments 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 shall be entertained afterwards.
- 4.0 Quotations: -**

Contractor is required to submit quotation in two bid system.
(a) The Techno commercial bid in a sealed envelope to contain the following: -
1. ANNEXURE "A" DECLARATION SHEET
2. PAN no.
3. Bank Account particulars with MICR no. For Electronic Fund Transfer as per Annexure 'B'.
4. Check list and schedule of general particulars as per Annexure- 'C'.
Separate envelop for both
(a) Techno Commercial Bid
(b) The Price bid in a sealed envelope
1. Price bid (Quoted price to be written both in figures and words. In case of any ambiguity the price given in words shall be considered as the quoted final price).
(c) Both Techno commercial bid envelope as per (a) and (b) are to be submitted in one envelope.
- 5.0** The offer, with each page duly signed by an authorized person, with all formalities, enclosed in a sealed & properly super scribed envelope, shall be deposited, in tender box at the designated venue, on or before the date and time 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 including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but excluding GST. GST shall be paid extra on submission of documentary evidence. 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.
- 9.0** Validity period of an offer shall be up to three months (90 days) after the submission date.

Name & signature of the bidder
(Seal)

ANNEXURE "A"

DECLARATION SHEET

I/ We, hereby certify that, all the information and data furnished by me/ us with regard to this Tender Specification SDX/2019-20/WO 1 are true and complete to the best of my/ our knowledge. I/ We have gone through the NIT, Instructions to tenderers, General terms & conditions, Statutory compliances and stipulations in detail and agree to comply with the requirements and intent of specification, without any deviation.

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

Tenderer's Name & Address:

Name & signature of the bidder

(Seal)

Annexure – B

NOT APPLICABLE FOR THOSE WHO HAD ALREADY SENT THE EFT DETAILS HOWEVER THEY MAY PLEASE RECONFIRM/CHECK THE DETAILS (IT IS AVAILABLE IN THEIR B2B LOGIN)

BHEL has decided to make all payments through Electronic Fund Transfer. Bidders are requested to give the following details along with their 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 0 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 IFCS 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 their B2B login)

Vendors /bidders may please further note that the above requirements are deemed to be part of the Tender / 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 (ax 11 char)
9. Micro Small Medium (MSMED)Certificate (if applicable)

Seal & Signature of Contractor/Bidder

ANNEXURE – “C”**CHECKLIST & SCHEDULE OF GENERAL PARTICULARS**

NOTE : - Bidder shall fill in the following details and no column should be left blank.

1.	Name & Address of the Bidder	
2.	Phone No. (Office)/ Mobile nos.	
3.	Tender Cost Rs. 1500/- receipt No.	Yes / No
4.	Bidder's proposal No. & date	
5.	Submission of signed and stamped documents of A).Instructions to tenderer (Sec.1) B). Scope of Work & Special Conditions (Sec.2) C).General terms & conditions (Sec.3) D). Statutory compliances (Sec.4)	Yes / No Yes / No Yes / No Yes / No
6.	Submission of Declaration sheet (in the format Annexure – "A")	Yes / No
7.	Submission of photocopy of PAN card (Not applicable if submitted earlier)	Yes / No /NA
8.	Bank Account particulars with MICR no. As per Annexure "B" (Not applicable if submitted earlier)	Yes / No / NA
9.	Authorization/certificate of MPPCB/CPCB.	YES/NO
10.	Price Bid	YES/NO

Signature of the Bidder with seal

PRICE BID

NIT No: - SDX/19-20/WO 1 Dated: 10/11/2019 Due Date: 02/12/2019

**Name of Work: - Transportation and Final disposal of Hazardous Waste for the year
2019-20**

S. NO.	DESCRIPTION OF ITEMS	UNIT	QUANTITY	DISPOSAL CHARGES per MT (in Rupees)	TOTAL DISPOSAL CHARGES (in Rupees)
1.	Paint sludge & varnish Sludge/ Residue/ Varnish coated tape/ dust/ off cuts)	MT	30.00		
2.	ETP sludge	MT	40.00		
3.	Lime/Alkali Residue, Lime Sludge	MT	5.00		
4.	Used solid/ semi solid Resin & Hardner/ waste or expired varnish/ glue or resin coated tape	MT	120.00		
5.	Discarded glass wool , contaminated liners	MT	4.00		
6.	Oil Soaked cotton waste/ saw dust/ paper/ clothe etc.	MT	30.00		
7.	Hardner Coating Residue	MT	30.00		
8.	Tri-Chloro Ethylene Waste Industrial use of solvents & other solvents	MT	20.00		
9.	Grinding-shot Blasting Dust/ Grinding Dust added with oil soaked cotton cotton / jute/ cloth/ paper/ saw dust	MT	50.00		
10.	Fiber Reinforced Plastic Waste	MT	5.00		
11.	Comprehensive Analysis	NO	16		
12.	used asbestos in putty form / residue; asbestos cement sheets, residue	MT	70.00		
13.	Evaporation Residue, ETP salt/ generated from MEE	MT	1.50		
14.	Spent resin of DM plant	MT	4.00		
15.	Waste filters for pollution control	MT	2.00		
16.	Expired paints/ varnish/ lacquer, dye, ink, pigment	MT	30.00		
17.	reusable / Waste Liquid resin	MT	50.00		
18.	Transportation				

- 1. Minimum 90% of container capacity or truck load capacity shall be considered for freight payment towards transportation.**
- 2. GST shall be paid extra at actual on submission of documentary evidence.**

Qualifying Requirement

S. No.	DESCRIPTION	OFFERED	DEVIATION	REMARKS
1	Qualifying Condition:- Firm should fulfil Technical as well as Financial qualifying criteria mentioned below (Firm to submit documentary proofs for below clauses).			
1(a)	Technical Criteria			
1(a).1	Experience of transportation and disposal of hazardous waste. Only firm registered with CPCB/SPCB can participate. During lifting they have to present the Registration Certificate - cum - Pass Book for refining/Recycling of Hazardous Wastes issued by concerned SPCB/CPCB for necessary entry at our end.	Firm to confirm along with documentary proof i.e. Work Order copy & Performance Certificate.		
1(b)	Financial Criteria			
1(b).1	Firm should have successfully completed similar works during last 7 years to meet any of the following 3 financial criteria (either i or ii or iii) (i) Firm should have completed at least 3 similar works costing not less than Rs. 39,30,747.00. (ii) Firm should have completed at least 2 similar works costing not less than Rs. 49,13,434.00. (iii) Firm should have completed at least 1 similar work costing not less than Rs. 78,61,494.00.	Firm to confirm		
2	NOTE			
2.1	Experience in area other than transportation and disposal of hazardous waste will not be considered.	Firm to confirm		
2.2	All the above requirement as per 1(a).1 and 1(b).1; Bidder has to submit sufficient documentary evidences.	Firm to confirm		
3	M.P. Pollution Control Board/ CPCB/ State PCB			
3.1	Firm shall be capable of transport, reuse, recycling, recovery, pre-processing, co-processing, utilisation, treatment, disposal or any other use of hazardous waste.	Firm to confirm		
3.2	Transportation of the Hazardous Waste are as per guidelines issued by the Central Pollution Control Board vide –October 2004 & condition issues from time to time.	Firm to confirm		
3.3	The transport of the Hazardous Wastes shall be in accordance with the provision of these rules and the rules made by the Central Government under the Motor Vehicle Act 1988 and other guidelines issued from time to time in this regards.	Firm to confirm		
3.4	In case of transportation of Hazardous Wastes through a State other than the State	Firm to confirm		

	of origin or destination, the Firm shall intimate the concerned State Pollution Control Board before he collet the Hazardous Wastes for transportation.			
3.5	Any other condition for compliance as per the Guidelines by the Ministry of Environment , Forest and Climate Change or Central Pollution Control Board from time to time.	Firm to confirm		
3.6	<p>IMPORTANT NOTE FOR FIRM/BIDDER OF HAZARDOUS AND OTHER WASTES (CPCB ITEMS/ MATERIALS) :</p> <p>Madhya Pradesh State Pollution Control Board (MPPCB) has issued notice for strict compliances of rule pertaining to Transportation of Hazardous & Other wastes (Management & Transboundary Movement) Rule-2008/2016 Under this, Firm/Bidders has to lift/transport such items/materials only through Pollution Control Board approved vehicles. Thus, all the Firm/Bidders must note these aspects while bidding for Hazardous& Other wastes (CPCB items/materials) in MSTC auction platforms. Ignorance is not acceptable. It will be the sole responsibility of Firm/Bidders to arrange approved vehicles for transportation in compliance to Hazardous & Other wastes (Management & Transboundary Movement) Rule-2016 or rule as notified/published by Government time to time. BHEL will not be responsible for any delay in arranging of approved vehicles/delay in lifting of such items/materials by the Firm/Bidders, if any.</p> <p>SUBMISSION/PRODUCTION OF PASSBOOK ISSUED BY DEPTT. OF POLLUTION CONTROL BOARD PRIOR TO LIFTING OF PCB LOT IS MANDATORY, HENCE THE FIRM/ BIDDERS ARE REQUESTED TO ENSURE THE FULFILMENT OF THE CONDITION BEFORE THE SUBMISSION OF THEIR BID.</p>	Firm to confirm		

Section II

(Tender No. SDX/19-20/WO 1)

SCOPE OF WORK.

Name of the Work- **Works Contract for Transportation & Final Disposal of Hazardous Waste**

The scope of work shall consist of all the activities connected with the sample testing and further transportation of Hazardous waste from BHEL BHOPAL works to their site and its final disposal in accordance with recommended procedure.

1. Testing of waste

BHEL shall provide a sample of each waste for the purpose of determining the waste characteristics' and comprehensive analysis as well as its final pathway of treatment, storage and disposal of the waste.

Contractor shall carry out the comprehensive analysis of waste in their laboratory at the cost of BHEL. The disposal pathway will be the basis of disposal /user charges.

2. Transportation & Final Disposal

2.1 Transportation

Transportation of hazardous waste is under the scope of the contractor.

1. Loading of Hazardous waste shall be carried out by contractor at our Works. The contractor has to execute the work of collection, transportation from Bhopal and disposal of the hazardous waste to their site as per the guidelines of CPCB/MPPCB.
2. Safety during transportation shall be the responsibility of the contractor.
3. Notice period of minimum one day shall be given in advance to AGM (SDX) BHEL BHOPAL before sending transport vehicles for loading.
4. Transportation charges per MT on weight/volume basis shall be paid for transportation of material from our site to their site against submission of actual bills. GST on freight if any shall be their responsibility. HOD of SDX / Stores shall certify weight/volume for the billing purpose.
5. The trucks placed at BHEL Gate by 9 a.m. (working day) shall be loaded on the same day. Contractor has to co-ordinate for all formalities required for bringing the vehicle in side and sending it out after loading.
6. Quoted rate shall be inclusive of all taxes and duties but excluding GST.
7. As quoted by you BHEL shall pay freight charges for minimum 90% of the container/truck capacity for transportation.
8. Contractor has to arrange all tools and tackles required for the loading of material in trucks with in BHEL premises.
9. Unloading of trucks carrying the hazardous waste material from BHEL BHOPAL at their site shall be in the scope of contractor.
10. While transportation of HAZARDOUS WASTE through trucks, proper care shall be taken by their transporter so that loaded material should not fall on the road specially when negotiating any road speed breaker or obstructions or any turning. They shall instruct their transporter accordingly.
11. In case of any eventuality arising out of transportation of these materials from BHEL BHOPAL Factory premises to their site, BHEL shall not be held responsible.
12. All safety rules and regulations are to be followed by the personnel accompanying the truck inside BHEL premises/en-route to disposal point.

13. Authorization and documentation required for lifting and transportation of hazardous waste shall be provided by Contractor before lifting.

2.2

This work order shall be valid for a one year from the date of issue, as per SCHEDULE OF WORK attached with tender documents subject to actual quantity of Hazardous waste Material transported and disposed. The rates quoted should be inclusive of all taxes and duties as mentioned in Annexure and terms and conditions contained herein.

2.3

Payment will be released through within 90 days after certification/submission of bill. The gross weight including the weight of drums shall be considered for the purpose of payment on actual Weighment at BHEL weighbridge located at Gate No.5/9.

TDS shall be deducted from bills as per rules and TDS certificate shall be issued to contractor.

2.4

Necessary forms/ documents required for transportation as per hazardous waste rules 2008/2016 shall be duly filled in by BHEL BHOPAL and will be handed over to their representative / transporters.

2.5

Compensation for delay: -

As per the norms of BHEL, compensation for delay is to be recovered from second party if work is delayed. Contractor shall place the vehicle within 7 working days from the date of intimation communicated through phone/email, failure which BHEL shall impose penalty of 2% per week subjected to maximum 10% of disposal charges of the concerned items or consignments. (LD Clause shall not be applicable under force-majeure conditions as mentioned in Clause No. 11.0 of GTC.

Seal & signature of bidder

GENERAL TERMS & CONDITIONS

(TENDER No.SDX/2019-20/WO 1)

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 authorized Officers or its Engineers or other employees authorized 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 & 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 / telegram / 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 supervisor. 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 supervisor, email address in advance.

3.0 FACILITIES TO BE PROVIDED BY BHEL

3.1 BHEL shall not provide any type Jumbo, Fork Lifter Crane & manpower etc for loading. All necessary facilities required for loading shall be arranged by contractor.

3.2 EARNEST MONEY DEPOSIT (EMD): - The earnest money deposit shall be Rs.1,96,537/- or one time EMD of Rs. 5,00,000/-.

Modes of deposit

The EMD may be accepted only in the following forms:

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

Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business

dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting dept., not below the rank of AGM.

EMD shall not carry any interest.

EMD of successful tenderer will be retained as part of Security Deposit.

3.3 Security Deposit

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

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

3.3.2 Modes of deposit:

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

- i) Electronic Fund Transfer in favour of BHEL Bhopal.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL Bhopal.
- 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, a/c 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)

3.3.3 Collection of Security:

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.

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

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. (Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started

before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

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

The Security Deposit shall not carry any interest.

4.0 Agreement signing:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a 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) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

(c) BHEL shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to collection/transportation 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 Engineer 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 their employee(s)/labourer(s) 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-month 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) duly verified by concerned engineer which shall be processed through Measurement book.

10.2 Payment shall be released normally, within 90 days, after submission of the bills along with measurement book to our finance deptt. All payments shall be released through electronic-pay mode only.

10.3 No interest shall be payable by BHEL on any moneys due to the Contractor by BHEL.

11.0 FORCE MAJEURE

11.1 The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, work stoppages, embargos civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which contractor has no/ any control.

11.2 In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

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 Engineer 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 following rights in respect of this Contract without entitling the Contractor to any compensation :-

To terminate the contract after due notice 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: -

- a)** Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
- b)** Insolvency of the contractor, Persistence disregard of the instructions of BHEL.
- c)** Assignment, transfer, subletting of the contract work without BHEL's written permission.
- d)** Non-fulfilment of any contractual obligations.

Name, Seal & signature of the bidder

GST Clause

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before the award of work order.

2. HSN Code / SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

3. **GST portion of the invoice shall be released only upon:-**

2.2.1. All invoices raised by contractors/vendors must be GST compliant Tax Invoices as per GST invoice rules.

2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.

2.2.3 Receipt of goods/services and Tax Invoice by BHEL and

2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal

2.2.5 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.

2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

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/liable on BHEL.

Reverse Charge under GST

5A. 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 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

5B. 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 liable 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.

Liquidated Damage/Penalty

6. Liquidated damage (LD) or Penalty if chargeable from suppliers / contractors as per NIT, applicable GST will be charged in addition to the same.

Tax Deduction at source

7. **TDS** as per extent provisions of the GST Law shall be deducted from supplier/ contractor bill.

INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER

ISSUING AUTHORITY UNDER WORKS CONTRACT

- 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.
- 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.
- 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.
- 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.
- Contractor shall obtain Police Verification of all his workers.
- Contractor shall submit following Certificate for each contract separately.

“ 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 Work order no. ----- in ----- (name of department).

Signature of Contractor

PAYMENT OF WAGES

- Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract operating division & representative of HR 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 paid to the workers concerned in my presence on date at time.....”.

- 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.

SAFETY AND DISCIPLINARY ACTION

- 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.
- Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- 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 advise of Contracting officer.
- 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
- 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.
- Contractor shall fully comply provisions of various applicable labour laws

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

- Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.

- 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.
- 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 and also to enable him to furnish information to Ministry and Labour deptt. 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.

COMPLIANCE OF STATUTORY PROVISIONS

- .. 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
- Shop & establishment Act 1958
- .. Inter State Migrant Act.

STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

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

2.0 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 holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund 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 equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment as per Minimum Wages Act, 1948 & additional wages as declared by BHEL, Bhopal from time to time, in the presence of concerned dept representative/ through bank account
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

3.0 PAYMENT OF WAGES ACT

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

4.0 ON COMPLETION OF WORK

Submit PF & inspection report