



BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR - 227817

**TENDER
DOCUMENT**

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1.0 NOTICE INVITING TENDER

Sealed bids are invited from the registered and experienced security agency contractors in single stage two part bid for the following works as detailed below:

Sl. No.	Work Description	Tender Enquiry No. / Date	Approx. Value Of Contract (in Rs.)	EMD (in Rs.) *
01	Security of township & Fire services for township & factory.	TE – 206 dt. 03.12.2014	110.25 Lacs (..... Only)	200,000/- (Two Lac Only)

* EMD Instructions:

1. EMD amount as indicated is to be submitted by the bidders.
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/ later his earlier quoted rates / conditions.
 - (b) Fails to start the work within the period as per LOI, contract / within 15 days after award of contract.

Duration of contract : 02 year from the date of award of contract.

Cost of Tender documents : **Rs. 500.00 (Rupees Five hundred only)**

Issue of tender documents: Date **03.12.2014**. Time 13:00-15:00 Hrs **Place** ADM Bldg HR Deptt.

Last date of Issue of tender doc.: Date- 29.12.2014 Time 12.00 Hrs

Last date for submission of tender doc: Date: - 29.12.2014 Time 14.30 Hrs

Date of opening of Tender (Part-A) : Date **29.12.2014** Time 15.00 Hrs at Admn Bldg.



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Note :

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 13.00 hours and 15.00 hours from Office of **HR** department, BHEL-IP, JAGDISHPUR-227817 by paying the prescribed tender fee of **Rs. 500/=** only in cash through Pay in Slip issued by BHEL or a crossed demand draft in favor of BHEL drawn on Bank Of Baroda, Payable at Industrial Area, Jagdishpur. Or a Crossed demand draft favoring B.H.E.L., drawn on State Bank Of India Payable at IGFC Ltd. Branch, Jagdishpur.
2. In case tender documents are requested by post, BHEL-IP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the agency.
3. EMD to be deposited along with the tender documents in the form of a Crossed demand draft favoring B.H.E.L., Drawn on Bank of Baroda, Payable at Industrial Area, Jagdishpur. or a Crossed demand draft favoring B.H.E.L., drawn on State Bank Of India, Payable at IGFC Ltd. Branch, Jagdishpur. **Tenders without EMD shall be rejected out rightly.**
4. **Contract will be governed by all statutory requirements amended from time to time, information furnished by the bidder in the tender document & General terms & conditions of the contract of BHEL.**
5. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.
6. **Contract Agreement: The successful bidder has to sign and submit a contract agreement on a non – judicial stamp paper of Rs.100/- at his own cost.**

Date –

Name:
Desig.:
BHEL-IP, Jagdishpur



PART – A

1a. BID APPLICATION

To

Bharat Heavy Electricals Limited
Insulator Plant, Jagdishpur-227817

Dear Sir,

I / We hereby offer to carry out the work
.....against Tender Enquiry No...**TE - 206**..... Dated 03.12.2014

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | |
|---|--------------|
| 1. Notice Inviting Tender | |
| 2. Bid Application | } (Part – A) |
| 3. Bid Questionnaire – A | |
| 4. Bid Questionnaire – B | |
| 5. Declaration by Bidder | |
| 6. Instructions to bidder | |
| 7. Special & General terms and conditions | |
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| 10. Scope of Work | |
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I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of ESI Code and License under CL (R&A) Act. The appropriate government for BHEL is Central Government.

I declare that, there was never / is no Case or charge under investigation / enquiry / trial against me /us, nor conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

Signature of Bidder
Date :



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1b. BID QUESTIONNAIRE - A

Tender Enquiry No. :

Date:

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the **proprietor / Directors / Partners:**

c) Is any contract being operated under the Control of the bidder in BHEL / Other Public Sector / Govt. Organization or reputed Pvt. Org. (If yes furnish the details) : Yes / No

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			

d) Is any relative of bidder employed in BHEL (If yes furnish the detail) Yes / No

<u>Name</u>	<u>Staff no</u>	<u>Location / Area</u>
-------------	-----------------	------------------------

E) the financial turnover of past 03 years in the form of balance sheet / form 16 etc & copy of bank accounts of 06 months to be attached positively.

Signature of the Bidder
Date:



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1c. BID QUESTIONNAIRE - B:

01	ESI Code No	
02	License under CL (R&A) Act	
03	PAN No.	
04	PF Code No	
05	Service Tax Registration No.	
06	Banker's Name & Address	
07	Bank A/C No.	
08	Sponsorship copy from DGR Ministry of Defense	
09	Minimum 10 years working experience in PSU / Govt. org. / reputed Private sector essential. (copy to be enclosed)	
10	Have you agreed to provide all categories of personnel/manpower as required by BHEL given at clause 3.5 of Tender document? If answer is "No" bid will be rejected. If "Yes" price bid will be opened.	YES / NO
11	Earnest Money Deposit Details	
12	Any other comments	

Note:

- I. **Conditional rates are not acceptable.**
- II. Photocopy in support of above wherever applicable should be attached.
- III. Tender without EMD shall be rejected.
- IV. **Please note that if answer of SI No. 08 is 'NO' then the bid is liable to be rejected.**

Signature of the Bidder
Date :



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1d. DECLARATION BY THE BIDDER

I, _____ Proprietor / Director / Partner
of M/s _____,
aged _____ Yrs., S/o _____,
Residing / Office at _____

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ personnel (labours) who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labours employed against this tender and arrange for police verification.
- (xii) I shall provide the name and address of person along with the duly attested signature, who will operate the contract on my behalf.
- (xiii) I shall not involve any of my relative, who is employed in BHEL and whose name is declared above, in operation / dealing of the contract.

[Signature with Name & seal of the Bidder]

Date :
Place :



2.0 INSTRUCTIONS TO BIDDER

2.1 Tender is a two part bid system. The tender documents consist of Part - A **and** Part - B as detailed below:

Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on **Date 29/12/2014 at 15.00 hours**)

Part 'B': Price Bid to be quoted as per Tender conditions.

2.2 Part 'A' must be duly completed and sealed along with the Earnest money deposit (EMD) of Rs. **2** Lacs in a separate envelope super scribed "**Tender EnquiryNo. TE – 206 dated: - 03-12-2014 Part 'A' - Techno-commercial Bid.**

2.3 **The bidder shall not indicate the price or rate in the Techno-commercial bid.**

2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "**Tender Enquiry No. TE – 206 dated 03-12-2014 Part 'B' - Price Bid**".

2.5 Tender documents consisting of Part 'A' & 'B' duly sealed in a separate envelopes should be sealed in another envelope and should be deposited in the Tender Box kept at Administrative Building so as to reach **on or before 15-00 Hrs Dt. 29-12- 2014**. Part 'A' of tender form i.e. Techno-commercial Bid will be opened **on Dt. 29-12-2014 at 15.00 hours** the same day in the presence of bidders or their representatives who are present for the tender opening. Bidders who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the bidders or their representative who are notified to attend the tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time.

2.5.1 The Techno commercial Bid (Part - A) and general terms and conditions shall form part of Techno-commercial offer. **Each page should be duly signed by the bidder as a token of acceptance.**

2.5.2 Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.

2.5.3 Part 'B' Price bid will be opened only in respect of those bidders who are qualified in Techno- Commercial Bid.

2.6 The bidder shall accept all the terms and conditions of the tender.



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- 2.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted.
- 2.7.1 Name of the bidder should be written on the sealed envelope.
- 2.8 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
- 2.9 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.
- 2.10 For any further details required, Tender issuing officer of BHEL/IP, JAGDISHPUR 227817 may be contacted in person or through TELEPHONE NOS. **(05361-270107)**.
- 2.11 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged but an effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- 2.12 **PRICE BID** - The bidders are required to submit their quotation for **all the items listed in Part "B" in the price bid format** given along with the tender documents.

The price should be quoted for each activities after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.

The rates quoted shall not include the payment on account of additional payment, Bonus, Employer contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Service Tax, declared Holidays, leave, night shift working allowance, etc. These shall however be reimbursed by BHEL as per rules against submission of documents. However, contractors are required to take consent of BHEL before disbursement of night shift working allowance payments.

The bidders should note that the Income Tax as applicable will be deducted from the bill of contractor.



- 2.13 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of due date of the tender. However if there is any change in the minimum wages of labour as per Govt. Notification, the Price Variation clause will be applicable retrospectively.
- 2.14 The bidder will be required to provide all categories of personnel as required by BHEL keeping in view of the prevailing Minimum wages and statutory payments.
- 2.15 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.16 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.17 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the bidder.
- 2.18 **BHEL reserves the right to increase or decrease the tendered quantity if the project site warrants so.**
- 2.19 **BHEL reserves the right to negotiate the L1 rate.**
- 2.20 **BHEL reserves the right to re-float the tender opened, if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.**
- 2.21 **BHEL reserves the right to order on more than one vendor at the lowest acceptable price to BHEL.**
- 2.22 **All corrigendum will be published on BHEL website and Government tenders website only. Vendors are advised to check the said NIT regularly.**
- 2.23 **Any statutory deduction at source, as applicable, will be deducted from your bills.**
- 2.24 Wherever prescribed formats are specified for the bidder's use, he shall use the same for making his bid.
- 2.25 Successful bidders shall enter into an agreement on stamp paper of Rs.100/= as a token of having accepted the rates, terms and conditions of the contract.
- 2.26 Any communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by him in writing to BHEL IP for the purposes.



3 SPECIAL & GENERAL TERMS AND CONDITIONS

SPECIAL CONDITIONS

1. That party shall provide security arrangements for guarding the total Township area at BHEL Jagdishpur Distt. Amethi as well as the transit flat at Lucknow, The party shall provide **security in township, guard & Fire services** to protect the property of BHEL IP, Jagdishpur situated in Township and also the life and property of the employees / Officers and their families in the Township. The party shall provide Fire service arrangements to the offices, buildings and properties belonging to BHEL IP, Jagdishpur. The party shall also provide other **miscellaneous services** if so required by BHEL. Fire equipments, other relevant facilities if desired & office shall be provided by BHEL
2. That party shall engage, employ and provide the requisite number of trained personnel and security guards and shall be responsible for payment of their emoluments and other dues payable to them according to their discipline and work.
3. That party shall not employ any personnel who is an immediate relative of any employee of the plant.
4. That the personnel so deputed by the party shall be literate and trained Ex-Police and Ex-Military Personnel's.
5. That the party shall provide proper uniform to the Personnel's so deputed.
6. That BHEL shall provide free barrack accommodation to the security guards, bachelor accommodation to the security supervisors and married accommodation to the security officer. The accommodation shall be provided with free facilities such as water, electricity (125 units per month free of charge to the CSO and 75 units per month free of charge to the security Supervisor (with no provision of supplying bulbs etc. to them).
7. The BHEL will provide office, office furniture's, telephone, stationary, torches with cells and bulbs etc. on the request of the party free of cost, if considered appropriate and necessary for the proper discharge of security function.
That the aforesaid facilities shall be allowed only at the discretion of Head of the Department (HR) of BHEL.
8. That party shall maintain stock register for items of properties issued by BHEL.
9. The **tenure** for officers and staff will be decided by the BHEL in consultation with the party.
10. That it will be the responsibility of the party to comply with and implement all the laws applicable on the employees employed by them at the premises of BHEL.



11. That BHEL shall not be liable for any lapses made on the part of the party. The BHEL shall have right to recover the damages arising out of any violation of the labour laws made by the party.
12. That the party shall provide complete continuous security measures throughout 24 hours by changing the personnel in rotation or replacement subject to laws and rules applicable at the relevant time.
13. That the entire responsibilities for taking security measures shall be of the party and the BHEL will not be liable to pay anything for the security charges except as provided in this agreement.
14. a) That in case any officer or a guard is required to move for outstation duties of BHEL, the BHEL will reimburse to the party as under:

SL. No.	CATEGORY	TRAVELLING CLASS by Indian Rly./Bus	D.A. PER DAY RS.
01.	Chief Security Officer	Rail - Limited to Sleeper class fair, Road – Limited to Ordinary Bus (Govt.) fair	150/-
02.	Security Supervisor fire & Junior Security Supervisor	do	100/-
03.	Others	do	75/-

b) **Conveyance charges for performing** local journeys in connection with official work may be payable actual auto rickshaw fare for SL. No. 1 and Rs. 2.00 per Km. for the category at SL. No. 2 & 3 this will be admissible at the sole discretion of the HOD HR of BHEL.

15. That the expenditure incurred on cartridges used for the purpose of security and demonstration etc. will be met by BHEL.
16. That the party shall provide complete bio-data of the staff posted at BHEL IP, Jagdishpur.
17. That periodical surprise checking of staff can be made by BHEL for maintaining the efficiency.
18. **That tenure of this agreement will be for a period of 02 years. However this can be extended for same period with mutual agreement basis. This can be terminated at 03 months notice from either side.**
19. The party will give leave with wages to his employees, who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act these leaves shall be allowed during the same year,



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at the rate of one day for every 20 working days. Person, showing service commencing on a day other than the 1st day of January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only, if he has worked for 2/3 of total no. of days in the remainder of the calendar year. The unavailed portion of leave will be paid in cash by the contractor every six months from the start of the contract which can be claimed by the party from BHEL by submitting the proof of the same.

20. The party will pay **bonus** to its employees in accordance with the Payment of Bonus Act 1965 & will keep all the records as per the requirement of said Act. The same shall be reimbursed by BHEL upon submitting the documentary proof of same.
21. The party shall regularly pay the amount of contribution (i.e. the employer's contribution as well as the employee's contribution in pursuance of any scheme and the employer's contribution in pursuance of the insurance scheme) under the employees PF and misc. provisions Act, 1952 and any other charges on the basis of such contribution for meeting the cost of administering the fund paid or payable by BHEL in respect of employees employed by or through the party. However same shall be reimbursed by BHEL upon submitting the documentary proof of same.

Since, BHEL, IP, Jagdishpur is covered under the Employees State Insurance Act, 1948 w.e.f. 01/01/2000 vide notification of Govt. of India, the following may be noted;

1. The party will arrange its own ESI Sub Code from the ESI Office, Lucknow and arrange for all other formalities of employees regarding ESI
2. That the party shall regularly deposit the amount of contribution [i.e. the employers' contribution (4.75% of wage) as well as employee's contribution (1.75% of wage) as per the provisions of **Employees State Insurance Act, 1948** every month against the ESI code of the party.
3. The BHEL will reimburse the amount of employer's contribution towards ESI to the party on submission of the proof of deposition by the party.
4. The party shall every month furnish the statement showing recoveries of the contributions in respect of employees employed by them to BHEL.
5. Any change in the provisions' of the Employees State Insurance Act, 1948 in future will be applicable to both BHEL & party.
6. Service Tax or any other statutory Tax shall be payable subject to submission of documentary evidence.
7. The Party may recover from his employees the employee's contribution in accordance with the **provision of the PF and misc. Provisions Act 1952** and the scheme but he **shall not Recover the employer's contribution** or the other



charges referred to in above mentioned paragraph from the employees in any manner.

8. The party within seven days of the close of every month, submit to BHEL statement showing the recoveries of contributions in respect of employees employed by or through them along with the proof of its deposition with R.P.F. commissioner and shall also furnish to BHEL such information as BHEL in the capacity of principal employer is required to furnish under the provisions of the scheme under the employees PF and misc. Provisions Act 1952 to the authorities under the said Act.
9. The party will arrange its own P.F. code No. from the office of Regional P.F. commissioner and make arrangements for depositing employee's contribution including employer's contribution in the R.P.F. commissioner office.
22. a) That the party of the first part shall ensure that their personnel do not join any union or interfere with the working of the BHEL.
b) On the date of this agreement the following will be the sanctioned strength of the personnel.

CSO (Security)	CSO (Fire)	Junior Security Sup.	Guards equivalent to SSW	Guards equivalent to SW	Guards equivalent to USW	CLERK HIGH GRADE	CLERK GRADE -I	TOTAL
01	01	02	07	06	38 including (02= Gunman) (05= Fireman, 2 = ROD, 1= SSBG)	03	02	59

The aforesaid strength may be increased or decreased under the Administrative orders of the Head of Unit BHEL, Jagdishpur.

NOTE: Please note that maximum age for CSO should be 65 years and age for other categories should be 60 years maximum only.

24. That in case if the personnel of the party are required to be engaged on extra duty, the BHEL will make payment for the same. The Head of Unit of BHEL will be the appropriate authority to permit such extra deployment and payment thereof.
25. That the BHEL shall pay to the party minimum wages payable to the personnel employed by the party as per Govt. Notification for Ceramic and Pottery Industries from time to time. If there is a specific increase in the minimum wages BHEL shall make payment as per PVC clause.



The following extra charges shall be paid by BHEL. Gun allowance is admissible only when the fire arm is brought during the performance of duty.

SL. NO.	DESCRIPTION	PAYMENT RS. PER MONTH
01.	GUN ALLOWANCE	75/-
02.	FIREMAN ALLOWANCE	50/-
03.	CONVEYANCE ALLOWANCE FOR MOTOR CYCLE/SCOOTER/MOPED (Payable to CSO – Security & CSO - Fire)	200/-
04.	HOUSE RENT FOR ISS PERSONNEL STATIONED AT LUCKNOW	175/- P.M.
05.	CITY COMPENSATORY ALLOWANCE AT LUCKNOW	50/-
06.	UNIFORM MAINTENANCE ALLOWANCE FOR ALL STAFF	25/-
07.	Mobile Allowance (Payable to CSO Security) only)	150/-

In addition to above any special allowance as deemed fit by BHEL, for any special duty, shall be payable at the discretion of the Head of the Unit of BHEL, Jagdishpur.

26. That all the payment by BHEL will be made by the Account payee cheques or EFT payment to the party or to their authorised representative. No wage payments will be made to any employee of party directly.

3.0 GENERAL TERMS AND CONDITIONS

3.1 General.

3.1.1 The contractor shall have experience of handling work force in an industry with a group of more than 20 persons.

3.1.2 Bidder should have the essential **labour** License under Contract Labour (Regulation & Abolition) Act 1970. A copy of a **labour** license should be submitted along with the bid documents. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.

3.1.3 Bidder should preferably have independent ESI Employer code under ESI Act 1948.

3.1.4 Bidder should preferably have the independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

3.1.5 Photocopy of Letter from ESI Corporation and PF commissioner's office, to establish that bidder is independently registered as an employer under ESI and PF to be produced before commencement of work (ESI & PF code to be submitted).



- 3.1.6 The bidder shall also mention the PAN Number issued by Income Tax Department.
- 3.1.7 There should be no Case or charge under investigation / enquiry / trial against the Bidder, or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.
- 3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. **BHEL reserves the right to reject any or all the bids** at any time without assigning any reason.
- 3.1.9 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.10 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL, IP reserves the right to reject such tender at any stage.
- 3.1.11 BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.

3.2 EARNEST MONEY DEPOSIT (EMD):

- 3.2.1 The Quotation must be submitted along with Earnest Money (EMD) in form of Demand Draft / Pay order for Rs **2,00000.00** (Rupees **Two Lakh** only) by crossed demand draft in favor of BHEL drawn on Bank Of Baroda, Payable at Industrial Area, Jagdishpur. Or a Crossed demand draft favoring B.H.E.L., Drawn on State Bank Of India, Payable at IG FCC Ltd. Branch, Jagdishpur. **Tenders without Earnest Money Deposit will not be considered.**
- 3.2.2 The Bidder is not entitled for any interest on the Earnest Money Deposit nor any right for award of the contract. The EMD amount will be forfeited if the bidder, after submitting his tender, revokes his offer or modifies the terms and conditions thereof or fails to takes up the work with in two weeks of awarding the contract. In the case of successful bidder who has not opted for one time EMD, the EMD amount will be converted and adjusted against security deposit.

3.3 SECURITY DEPOSIT:

- 3.3.1 Security deposit of successful bidder will be as under –
- | | |
|--------------------------------------|--|
| Upto Rs. 10 Lakhs | -10% of the Contract Value |
| Above Rs. 10 Lakhs but up to 50 Lakh | - Rs. 1 Lakh + 7.5 % of the amount exceeding above Rs. 10 Lakh |



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Above Rs. 50 Lakhs

-

Rs.4 Lakh + 5% of the amount
exceeding Rs.50 Lakh

Security amount should be deposited before start of work by the contractor

Security Deposit is accepted in any one of the following methods.

- I) Pay Order, Demand Draft in favour of BHEL.
- II) Local cheques of scheduled banks, subject to realization
- III) **Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras 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).**
- IV) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- V) 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 back.
- VI) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit is to be deposited before start of the work and the balance 50% may be recovered from the running bills.
- VII) EMD of the successful tenderer can be converted and adjusted against the security deposit
- VIII) The security deposit shall not carry any interest.

3.3.2 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the contractor carrying out all obligations and operations as required under the contract.

3.3.3 BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.



3.4 STATUTORY REQUIREMENTS:

- 3.4.1 While quoting the rate, the bidders are advised to take care of Minimum wages. Present rate (**with effect from 01/10/2014 to 31/03/2015**) of **minimum wages as applicable are as under -**

Unskilled –	Rs. 6415.50 per month
Semi Skilled –	Rs. 7057.06 per month
Skilled -	Rs. 7905.02 per month
Clerk Grade – II	Rs. 7905.02 per month
Clerk Grade - I	Rs. 8365.82 per month
Clerk Higher Grade	Rs. 8654.80 per month

The above minimum wages are prevailing rates. However when tender is finalized, the minimum wage applicable at that time as per Govt. Notification shall be made applicable. Clerk grade I & II, clerk higher grade are notified by BHEL IP Jagdishpur, based on Government notification for minimum wage.

The bidder will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, compensatory allowance, travel allowance, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, night shift working allowance, etc. These shall however be reimbursed by BHEL as per rules. However, contractors are required to take consent of BHEL before disbursement of night shift working allowance payments.

The Income Tax as applicable will be deducted from the bill of contractor.

The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.

EDLI, PF Admin. Charges, if applicable shall be reimbursed by BHEL on submission of documentary proof.

- 3.4.2 The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.



3.4.3 **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 Form13.

4.4.4. **CONTARCTOR 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 Holidays & 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/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contribution in prescribed 3A & 6A forms.
9. ESI contribution 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 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 Kalyan Nidhi Adhinyam1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workman,
 - a. should submit copy of standing orders and
 - b. shall comply with the provisions of factories Act.

2. ON COMPLETION OF WORK

- a. Submit PF & inspection report
- b. Notice of completion -Form 25 A (8).



- 3.4.5 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- 3.4.6 The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- 3.4.7 The contractor has to ensure that the statutory payments and tax deductions and other deductions shall be made as per the rules of the Government of India, updated time to time
- 3.4.8 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
- 3.4.9 Each bidder will be required to maintain the daily attendance of his labours in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc. The contractor shall ensure that the labour employed should follow the unit's attendance system as well.
- 3.4.10 The bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. (Minimum prescribed bonus **being 8.33%** at present) or as directed by BHEL. However same shall be reimbursed by BHEL (post confirmation by BHEL).
- 3.4.11 The bidder will have to extend paid National Holidays and Festival Holidays to their workers as per the provisions of Act and the Rules thereof. However, if due to exigencies of work he engages his workmen on National Holidays or Festival Holidays he shall pay additional wages as prescribed under the provisions of the Act. However same shall be reimbursed by BHEL.

3.5 Manpower:

As per given approved strength you are required to deploy minimum 62 nos. personnel daily. In case more workers are needed on any day you shall provide them on same terms & conditions. Details of manpower to be deployed are as under:



Security- A

CATEGORY PERSONEL	OF	MINIMUM PAYMENTS / MONTH	REQUIRED NOS.
CSO		Minimum Wage of SSW * 1.50	02
(SW) Security Supervisor		Minimum Wage of SW	02
Security Guard (A) SSW		Minimum Wage of SSW	06
Security Guard USW		Minimum Wage of USW	31
A)		Sub Total	41

Miscellaneous- B

CATEGORY PERSONEL	OF	MINIMUM PAYMENTS / MONTH as per Clause 3.4.1	REQUIRED NOS.
Clerk Higher Grade		Minimum Wage of Clerk Higher Grade	03
Clerk Grade – I		Minimum Wage of Clerk Grade	02
Radiographer		Minimum Wage of SW	01
Driver		Minimum Wage of SW	02
Attendant		Minimum Wage of SW	02
Attendant		Minimum Wage of SSW	01
Attendant		Minimum Wage of USW	06
Courier		Minimum Wage of USW	01
B)		Subtotal	18

Contractor has to pay to his workmen daily Rs. 20/- as compensatory allowance and Rs. 10/- towards Travel Allowance subject to maximum 26 days in a month. This shall be based on attendance of his workmen duly certified by the executive In charge of the area. Profit margin and TDS will not be applicable in the payment of above.

Above payment details are based on the minimum wage payable to the personnel employed by them as per govt. notification for ceramic and pottery industries from time to time. Party shall ensure that the quoted rates should not be less than the minimum payments to the personnel mentioned above.

- 3.5.1 The bidder shall be responsible for safety of his laborers while they are engaged for work connected with BHEL IP contract.
- 3.5.2 The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees or within the employees of the bidder; the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.



- 3.5.3 The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BHEL.
- 3.5.4 The bidder shall engage sufficient number of competent employees for executing the agreed work. The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.5 The bidder shall employ only such personnel who are medically fit. The company has right to direct the bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.6 Contractor shall not employ workmen who are less than 18 years of age.
- 3.5.7 Contractor has to ensure presence of his supervisor, who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with concerned section-in charge.

3.6 PERIOD OF CONTRACT

- 3.6.1 Initially the period of contract will be for two years only.
- 3.6.2 The contract could be extended further for a period of one year on the same rates, terms and conditions if mutually agreed upon.

3.7 FAILURE TO COMPLY WITH CONTRACT

- 3.7.1 Notwithstanding anything contained in any other clause, BHEL reserves The right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.
- 3.7.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any stoppage of production in any area of the plant due to the fault of the bidder, the bidder is liable to compensate the same.



- 3.7.3 In the event of any failure on the part of the bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Bidder.
- 3.7.4 The Contractor shall bring all the necessary tools, jigs and fixtures etc., and other required materials for the job if required as per scope of the work given in the schedule and shall get the same entered in Entry and Exit register maintained at security at the material Gate.
- 3.7.5 The cancellation of contract may be either whole or part of the contract at BHEL's option. However the contractor shall continue to operate that part of contract which has not been terminated.
- 3.7.6 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

3.8 PAYMENT TO THE CONTRACTOR

The periodicity of payment to the Contractor shall be on monthly basis. The Contractor shall raise the bill for payment as per contractual terms and conditions mentioned in the Contract, which should be duly certified by the BHEL official in charge of the contracted work. However the bill shall be raised by the contractor only after disbursement of wages payable to the workmen before 7th day of every month in the presence of the representative of BHEL.

The contractor has to submit in the finance deptt. Documentary proof of all the statutory payments along with the bills of next month.

3.9 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or in part or any part thereof to any other person or firm or company.

3.10 LAWS GOVERNING THE CONTRACT

- 3.10.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- 3.10.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.



3.11 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at **JAGDISHPUR**, where BHEL - IP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-IP is situated and no other court shall have the jurisdiction.

3.12 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document is an indicative list and not exhaustive list. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

3.12.1 CHILD LABOUR : The contractor will not engage any child labour (i.e any workers below the age if 18 years) and the contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment Letter to his Workmen.

3.12.2 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by each contractor:

- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
- (ii) A register of workman Form XIII (Rule 75)
- (iii) Employment card Form XIV (Rule 76)
- (iv) Service Certificate Form XV (Rule 77)
- (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
- (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I) with a copy to HRM Department regularly.
- (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

3.12.3 The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

3.12.4 **Contractor has to pay following to his workmen in addition to applicable minimum wage subject to maximum 26 days in a month: -**

- a) Rs 20/- per day as compensatory allowance
- b) Rs 10/- per day towards Travel allowance.



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- c) **Rs 3200/3700/4100 towards additional payment in a month depending upon the category (unskilled/semi-skilled/ Skilled) which shall be indicated by BHEL.**

Clerk Grade I, Clerk Gr II and Clerk higher grade, CSO (Fire) & CSO (Security) will be paid additional payment equivalent to skilled category.

The above shall be based on attendance of his workmen duly certified by Executive In charge of the area. Profit margin and TDS will not be applicable in payment of item a & b. However the same will be applicable for item no. c above.

- 3.12.5 All the registered contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 3.12.6 Since, IP-JAGDISHPUR is a Notified Area under the provisions for ESI Act 1948, the contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (I.e. ESI code no. and ESI card etc,.) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filling of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 3.12.7 Workmen insured under ESI Act only shall be deployed in contract work.
- 3.12.8 The bidder shall submit Six Monthly return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 3.12.9 Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL IP Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.12.10 The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- 3.12.11 Monthly return in Form 12 A along with form 5 & 10(addition and deletion) and monthly Challan.
- 3.12.12 Annual Return in Form 6A along with Form 3A.
The Contractor shall maintain the following records as required under the



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Employees Provident Fund And Miscellaneous Provisions Act 1952,
Employee's Pension Scheme 1995

- (i) Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- (ii) Pass Book.
- (iii) Cash Book.
- (iv) Attendance.
- (v) Wage Register.

3.12.13 The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948.

- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but he shall not recover the employer's contribution or the other charges from his employees in any manner.
- (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL IP such information, in the capacity of principal Employer, is required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts.
- (iii) The contractor will arrange for his own P.F. and ESI code No. from the P.F. Authorities and ESI Authorities.

3.12.14 In case of revision of Minimum Wage by the State Govt. after the award of work by BHEL IP, the contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.

3.12.15 The contractor shall maintain Form D as per Rule 5 of the PAYMENT OF BONUS ACT 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and will keep all the records in Form C as per the said Act.

3.12.16 Contractor shall supervise the work allotted to him and to be carried out by his employees.



- 3.12.17 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.
- 3.12.18 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 payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 3.12.19 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 3.13 NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL, IP Jagdishpur): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor will pay wages as per Section 5 sub section 2 and 3 of the said act.
- 3.13.1 Besides the three national holidays 15th August, 26th January and 2nd October, if (BHEL,IP,Jagdishpur) or Govt. declares any other day as a **national** holiday / holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 3.13.2 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contract shall give all his workman half day leave in "A" shift only. The contractor's workmen working B and C shifts will be required to exercise their franchise during their own time.
- 3.13.3 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.
- | | | |
|------|------------|------------------------|
| (I) | Leave Book | From No. 15 (Rule 121) |
| (II) | Nomination | From No. 25 (Rule 127) |
- 3.13.4 The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.



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- 3.13.5 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
- 3.13.6 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 3.13.7 Security deposit money of contractor will be refunded only after expiry of twelve months from the date of completion of the contract and Inspection report by ESI Authorities. In case any dues are claimed by the ESI Authorities, the dues of the contractor will be settled only after NOC from ESI Authorities.
- 3.13.8 The Contractor shall be required to deposit service tax as applicable as assessed by Central Excise Authority (Service tax cell) JAGDISHPUR before 15th of the following month, if same is applicable as per rules in force from time to time. The amounts so spent can be claimed from BHEL after submitting the proof of the same.
- 3.13.9 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 3.13.10 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated with out any notice.
- 3.13.11 Contractor shall be required to submit a list of his workers to be deployed for the works contract in the enclosed Performa giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No and family member details.
- 3.13.12 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act 1970, the Factories Act 1948, The Payment of Wages Act 1936, the Minimum Wages Act 1948, ESI Act and Employees provident Fund Act. and other relevant Acts applicable to his workmen / worker under this contract.
- 3.13.13 The contractor shall promptly furnish all information and document required by BHEL IP Authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 3.13.14 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.



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- 3.13.15 The contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract.
- 3.13.16 The contractor shall not sub-contract or transfer the contract or any part thereof to any other individual, firm or company without the express written permission of BHEL IP.
- 3.13.17 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time. The BHEL IP shall also be entitled, at its discretion to terminate the contract in full or cancel any part thereof.
- 3.13.18 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL IP, be liable to be canceled / terminated in part or in whole. In the event of cancellation / termination of contract, the contractor shall be liable, to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed be executed by the contractor.
- 3.13.19 The contractor shall, without fail, give up to date information in writing of the attendance of the workers engaged by him. The contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the bill.
- 3.13.20 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately there after pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 3.13.21 During the currency of contract, if the contractor is awarded any other work contract in BHEL IP, the contractor will have to inform the designated BHEL/ IP executive before accepting the other work.
- 3.13.22 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time the EMD/Security deposit deposited by him shall be forfeited after a week notice issued by the awarding officer and BHEL/ IP may in its discretion award the contract to any other party.



- 3.13.23 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 3.13.24 All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 3.13.25 BHEL Management shall have a right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non observance of the said contract Labour regulations.
- 3.13.26 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 3.13.27 The work shall be supervised by the contractor or through their authorized representatives on day-to-day basis.
- 3.13.28 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 3.13.29 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 3.13.30 The Contractor shall arrange necessary Insurance cover/Personal Accident Policy as applicable for their staff. If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims
- 3.13.31 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 3.13.32 Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor the seven days notice in writing and the measurement of the work shall be made by the officer or his authorized representative at any time after due notice at the time of measurement to the contractor. When the payment is made to the contractor based on such measurement, whether or not the contractor or his agent was present at the time of measurement, he shall have no further claim against BHEL.



3.14 ARBITRATION :

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at BHEL IP Jagdishpur Unit Dist Amethi & the award shall be final and binding on both parties.

- 3.14.1 In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction.

4.0 **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

a) If the Service Provider / Contractor fails to provide the required services as per the Contract on time / fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract



either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

4.1 Safety and Occupational Health: The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.

4.2 Force Majeure: Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.

5.0 EVALUATION OF PRICE BID: Rate must be quoted as per price bid Performa. In case bidder does not quote rates as per format, BHEL reserves the right to reject such offer.

Evaluation of the L-1 offer shall be computed on overall basis (Grand Total Price for all the items with material (if any), labour and Profit Margin inclusive of Supervision charges, contingency (if any) for all the activities in the tender.

However the cost quoted towards the mandatory & statutory requirements shall remain excluded for L1 evaluation purpose. In The event of two or more bidders appear as L1 bidder the selection of the bidder will be on the basis of Lottery to be held in presence of representatives of L1 bidders.

The rates quoted by the bidder should be workable and comply with all Statutory requirements.



6.0 PRICE VARIATION CLAUSE: In the event of revision to minimum wages by government notification, the rates in the contract for the labour portion only would be revised as per the formula given below. The applicable rates would be payable by the contractor to the workmen and other statutory authorities, as per rules, from the effective dates and the same will be reimbursed by BHEL.

Formula for price variation for

a. % increase in minimum wage = $\frac{\text{Increased wage due to revision}}{\text{Old minimum wage}} \times 100$

b. Margin for revision of Minimum wage per unit = Old rate (labor) per unit x % increase (a)

c. Revised rate (labor) per unit = Old rate (labor) per unit + Margin (b)

d. Revised rate (total) per unit = revised rate (labor) + material rate (if any)

6.0 SCOPE OF WORK

- a. Area of the Work - Area
- b. Name Of Work - Miscellaneous Work in)
- c. Brief description of the Work – As per Price Bid

Note:

- i. **The manpower to be deployed is to be taken from within the existing one.**
- ii. **Contractor shall be responsible for the storage and security of material issued to him. In case of any loss / shortage cost of material shall be deducted from bill.**
- iii. **Cleaning and upkeep of machine and machine parts after the completion of the shift work will be the responsibility of the contractor.**
- iv. The contractor has to properly educate their workmen in safe working practices in consultation with the officer-in-charge and ensure safe working condition.
- v. Contractor has to ensure extreme care in handling of the product at all stages of processes by their workmen.
- vi. Before submitting the bids the contractor should visit the work place, obtain desired clarification to have clear understanding.
- vii. The contractor shall extend help to BHEL in recording the daily attendance & movement of their manpower from their designated workplace through the system provided by BHEL,IP,Jagdishpur time to time.



BHARAT HEAVY ELECTRICALS LIMITED,
INSULATOR PLANT, JAGDISHPUR - 227817

**TENDER
DOCUMENT**

PART – B

7.0 PRICE BID FORMAT

1. Title of work: -----

2. Tender No: -----Date: -----

3. Quoted payment per personnel per month should be as per Minimum Wage rates applicable to each category of personnel given at Clause 3.4.1 of Tender document.

Yes /No

4. Profit margin on wage payment : -----% (in Figures)

(In words-----)

Note :

1. The work will be governed by terms & conditions mentioned in the tender documents.

I/ we agree to execute the above work on terms & conditions as per the tender documents and also agree to deposit Security Deposit in line with clause 3.3 of General terms & conditions immediately after award of contract to me.

Signature of the Bidder
Seal

Address: