



BHARAT HEAVY ELECTRICALS LIMITED
Seamless Steel Tube Plant
Tiruchirappalli- 620 014.
CONTRACTS / MATERIALS MANAGEMENT
Phone No: 0431 257 4192
e-mail: slsidar@bhel.in

NOTICE INVITING e-TENDER (NIT)

Dear Sir/ Madam,

Subject: Two-part e-Tender Inviting techno-commercial and price bids for the following works, to be done at SSTP-BHEL, Trichy.

Description of Work: Painting of LPG Storage Bullets And LPG Yard Area Pipe Lines of SSTP

Please submit your competitive offer electronically by logging in to GeM portal only i.e. <https://gem.gov.in/>, for the above subject works as per the conditions given in the WORK / RATE SCHEDULE and tender conditions enclosed along with the tender.

1	NAME OF THE WORK	Painting of LPG Storage Bullets And LPG Yard Area Pipe Lines of SSTP	
2	AREA OF THE WORK	SSTP	
3	ENQUIRY NUMBER & DATE	GEM/2023/B/4138109 Dated XX-XX-2023	
4	EARNEST MONEY DEPOSIT (EMD)	EMD is not mandatory for Estimated Tender Value upto 1 Cr.	
5	BANK GUARANTEE	NOT APPLICABLE	
6	PERIOD OF CONTRACT / COMPLETION TIME	Three Months from the date of award of work.	
7	CRITERIA FOR AWARD OF WORK	Package L1	
8	LAST DATE/TIME FOR RECEIPT OF OFFER	Refer GeM Bid Document	
9	TECHNO COMMERCIAL OFFER OPENING DATE/TIME	Refer GeM Bid Document Change in opening date, if any, will be intimated later.	
10	PRICE BID OPENING DATE	The date / time of price bid opening will be intimated to the techno-commercially qualified tenderers separately.	
11	REVERSE AUCTION	Not Applicable since there was muted response and less participation during the last RA.	
12	TENDER DOCUMENT DETAILS	PART -1: TECHNO COMMERCIAL BID	
		PART - 1 A	PRE-QUALIFICATION CRITERIA
		PART - 1 B	GENERAL INSTRUCTIONS TO TENDERER
		PART - 1 C	GENERAL TERMS & CONDITIONS
		PART - 1 D	SPECIAL TERMS & CONDITIONS OF CONTRACT
		PART - 1 E	COMPANY / CONTRACTOR DETAIL
		PART - 1 F	CERTIFICATE OF COMPLIANCE
		PART - 1 G	NO DEVIATION CERTIFICATE
		PART - 1 H	SCOPE OF WORK
		PART-2: PRICE BID	
		PART - 2	PRICE BID (Vendor to quote the price in GeM portal only i.e. https://gem.gov.in/ . Refer PART-2: PRICE BID of Tender documents)
14	CONTACT DETAILS FOR QUERIES RELATED TO TENDER	SAGUNLAL SIDAR, DGM, MM & MS, SSTP, BHEL, TRICHY – 620014, 0431 257 4192; e-mail: slsidar@bhel.in	

14	WORKING AREA CONTACT DETAILS	N. Sujith, Dy. Manager, PLS, SSTP, BHEL, TRICHY – 620014, 0431 257 8518; e-mail: nsujith@bhel.in;
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The Tender documents can be downloaded from BHEL website (<http://www.bhel.com/tenders>)

SPECIAL INSTRUCTIONS TO THE BIDDERS:

- ~~Bidder should arrange for the EMD as specified in the tender document. Mode of Payment of EMD shall be in e-Collect mode only. While making such payment, Enquiry number to be mentioned in Remark column. Bidders registered as MSE are exempted from paying EMD subject to submission of valid UDYAM Registration certificate document along with Tender. These bidders shall submit / upload UDYAM registration certificate in **GeM portal only i.e. <https://gem.gov.in/>** along with the offer. Tenders without EMD or MSE proof (UDYAM Registration Certificate) will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.~~
- Technical cum Commercial offer shall contain all documents duly filled and signed by the tenderer with seal for having accepted the conditions, in all the pages with documentary evidences for Pre-Qualification Criteria (PQC) such as experience, value of work executed in the similar nature of work etc., and upload in GeM portal. Any bid without proper documentary evidence for qualifying criteria shall not be considered for further evaluation. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- Vendor to quote the price in GeM portal only. Kindly refer PART-2: PRICE BID of Tender documents. The tenderer has to quote most competitive rates for all the items given in the Bill of Quantities in price bid.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be the sole responsibility of the bidder that the uploaded documents remain legible.
- Bidders are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem / power failure etc.
- Bidders are advised take due care while quoting the technical and price bids forms in the GeM portal i.e. <https://gem.gov.in/>. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers / contractors. Abridged version of the guideline is available in www.bhel.com.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof. The completed Techno-Commercial bid and Price bid ~~along with requisite EMD for this work~~ shall be uploaded in GeM portal i.e. <https://gem.gov.in/> on or before the date & time indicated in GeM Bid document. The Technical cum commercial offer will be opened on the date & time indicated in GeM Bid document. Change in Techno- commercial offer opening date, if any, will be intimated later. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to those bidders whose Technical cum commercial offer is accepted.

Thanking you,

For **Bharat Heavy Electricals Limited,**

(SAGUNLAL SIDAR)

SDGM, MM & MS, SSTP / BHEL / Trichy – 620014.

Phone: 0431-257 4192

Email: slsidar@bhel.in

PART-1
TECHNO-COMMERCIAL BID
PART - 1A: PRE-QUALIFICATION CRITERIA

Sl. No	Description	Vendor to confirm	
A	EXPERIENCE: EXPERIENCE: The contractor should have carried out similar works for a value equal to or higher than 0.25 Lakhs in the past 4 years. Work Order copy of the same to be furnished.	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed Copy to be uploaded in GeM portal i.e. https://gem.gov.in/	
	The bidder shall submit the previous experience document in any of the following ways:		
A.1	Three Works / Service contracts each costing not less than the contract value of Rs. 19,920/- (OR)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed	
A.2	Two Works/Service contracts each costing not less than the contract value of Rs. 24,900/- (OR)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed	
A.3	One Works / Service contract costing not less than the contract value of Rs. 39,840/-	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed	
B	Name and contact details like E-mail, phone number, Fax no etc. of the Customer / company where the maintenance contract is executed. Bidder to give details.		
C	BHEL Vendor code & Division (if applicable)-		
D	Financial Soundness: Vendor to submit Self-attested copy of Income tax return acknowledgement, Audited Balance sheet and Audited Profit & loss statement indicating CA membership number for any of the three consecutive financial years out of seven years i.e. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.		
D.1	Average Annual financial turnover for any of the three consecutive years during the last five financial years, should be at least Rs. 14,940/-		
D.2	Balance Sheet (Copy of Balance Sheet certified by CA to be attached)	Financial Year	Please Tick(v) in the appropriate box
		2016-17	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2019-20	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2020-21	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2021-22	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2022-23	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
D.3	Profit & Loss Statement (Copy of Profit & Loss Statement certified by CA to be attached)	Financial Year	Please Tick(v) in the appropriate box
		2016-17	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2019-20	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2020-21	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2021-22	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2022-23	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
D.4	Income Tax Return acknowledgement (Copy of ITR to be attached)	Financial Year	Please Tick(v) in the appropriate box
		2016-17	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed

Sl. No	Description	Vendor to confirm
		<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
	2018-19	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
	2019-20	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
	2020-21	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
	2021-22	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
	2022-23	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
E	The rate should be quoted in firm throughout the currency of the contract without any price variation clause.	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
F	Income Tax Registration (PAN) (copy of PAN to be uploaded in GeM portal i.e. https://gem.gov.in/)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
G	Goods & Service Tax Registration (copy of GST Registration to be uploaded in GeM portal i.e. https://gem.gov.in/) (Declaration to be attached if vendor is Exempted from paying GST)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
H	ESI Registration (No. & Date) (Copy of ESI Registration to be uploaded in GeM portal i.e. https://gem.gov.in/)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
I	EPF Registration (No. & Date) (Copy of EPF Registration to be uploaded in GeM portal i.e. https://gem.gov.in/)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
J	(i) Mobile number (which is linked to GST registration number)- (ii) Email id (which is linked to GST registration number)- (iii) HSN / SAC code- Offer will be entertained only if the bidder submit the details as above & has a valid GST registration Number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected. (iv) Applicable GST % to be indicated	
K	Acceptance for Scope of Work as per the Enquiry	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
L	Acceptance for All Terms & Conditions as per the Enquiry; viz. Safety, LD/Penalty, Risk Purchase, Suspension of Contract, Indemnity, BHEL Fraud Prevention Policy, etc. as given in "General Terms & Conditions".	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
M	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected. Bidder to confirm.	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
N	No deviation certificate (as indicated in PART-1G of the tender document) on bidder's Letter head, duly signed and stamped to be uploaded by the contractor along with offer.	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
Ø	EARNEST MONEY DEPOSIT (EMD) Proof for EMD payment or for EMD exemption to be enclosed	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed

Note:

- At any stage, BHEL may ask for original documents and contractor has to submit the same.
- All the documents should be valid and to be renewed and kept valid throughout the contract period, if contract is awarded.
- All documents should be in the name of company / Managing Director / Partner(s) / Proprietor.
- Apart from furnishing the above details, copies of relevant documents/ certificates must be uploaded with the Technical Bid.
- If at any stage, the document(s) submitted by contractor is / are found incorrect / false / manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
- Digitally / Physically signed copy of all the above documents to be uploaded in portal.

PART - 1B
GENERAL INSTRUCTIONS TO TENDERER

The Contractors who wish to participate should go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- 1.1 Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General Terms & conditions, Special Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- 1.2 While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- 1.3 While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 1.4 All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 1.5 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno-Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- 1.7 Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- 1.8 Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account).
- 1.9 Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- 1.10 If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- 1.11 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 1.12 Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.
- 1.13 Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- 1.14 The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 1.15 Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted
- 1.16 In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED

IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

2.0 Signing the Tender

- 2.1 The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding "Power of Attorney" on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.
- 2.2 Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- 2.3 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- 2.4 A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.
- 2.5 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

3.0 Earnest Money Deposit (EMD)

Tender must be accompanied by Earnest Money Deposit for the amount mentioned in Tender Notice, in any of the forms mentioned below:

~~"Payment of EMD & SD must be in e-Collect mode only, while making such payment, Enquiry number to be mentioned in Remark column".~~

EMD PAYMENT VIDE E-COLLECT

This explains how to make Payments to BHEL Tiruchirapalli and through SBI E-collect. Vendors (EMD and SD Payments payable by others) can utilize this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

- ~~Login to <https://www.onlinesbi.com>~~
- ~~Select State Bank Collect available on the top (pre login page)~~
- ~~Accept the terms and conditions and click "PROCEED".~~
- ~~Select State "TAMILNADU" and Institution type "INDUSTRY".~~
- ~~Select "BHEL" TRICHY under "INDUSTRY".~~
- ~~In the next page, select APPROPRIATE category, fill the details correctly & click "SUBMIT".~~
- ~~If all details entered are correctly populated, click "CONFIRM" to proceed.~~
- ~~Make payment as per your convenience. (options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).~~
- ~~SAVE & Keep the copy of receipt for future reference.~~

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

~~(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)~~

- ~~Login to www.onlinesbi.com~~
- ~~Select State Bank Collect available on the top (pre login page)~~
- ~~Accept the terms and conditions and click "PROCEED".~~
- ~~Select "PAYMENT HISTORY" option available on the left side of screen.~~
- ~~Using two options as mentioned below, you can get the receipt: Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.~~
- ~~If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit. In the next page, take print out of receipt.~~

~~Bidders registered as MSE [either Udyog Aadhar Memorandum (UAM) or else UDYAM registration certificate] / NSIC / SSI are exempted from paying EMD subject to submission of valid Registration document along with~~

Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, the attested copies of either valid EM-II Certificate (five years from the date of issue of acknowledgement in EM-II or else, with attested original copy of a CA Certificate in Enclosed Format) or MSE [either Udyog Aadhar Memorandum (UAM) along with CA certificate in original in attached format or else UDYAM registration certificate] or valid NSIC or SSI certificate. Tenders without EMD / MSE / NSIC / SSI / EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.

Note:

1. EMD shall not carry any interest.
2. EMD in any form other than above mentioned forms will lead to rejection of offer.

4.0 Quoting

Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

5.0 Participation

The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

6.0 Validity of Offers

The rates quoted shall be valid for acceptance for a minimum period of 90 Days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed.

PART - 1C**GENERAL TERMS & CONDITIONS**

DEFINITION: In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:

- a. The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.
- b. The "Work" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
- c. The "Contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d. "The Officer-In charge" means, the Officer deputed by BHEL, Trichy, to supervise the work or part of the work.
- e. "Approved" and "Directed" means, the approval or direction of BHEL, Trichy official, or person deputed by him for the particular purposes.
- f. "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company authorized to invite Tenders and enter into Contract for works on behalf of the Company.
- g. The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
- h. A "Week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i. A "Day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j. A "Working Day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

HEADING TO THE CONTRACT CONDITIONS: The heading to these conditions shall not affect the interpretations thereof.

DEVIATIONS: The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, Trichy official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

ASSIGNMENT OF TRANSFER OF CONTRACT: The Contractor shall not without the prior written approval of BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of BHEL to the assignment or transfer of such money is given.

SUB - CONTRACT: The Contractor shall not sub-let any portion of the Contract without the prior written approval of BHEL.

1. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS AND START-UPS

MSE suppliers can avail the intended benefits only if they submit UDYAM Registration Certificate along with the offer or Medium Enterprises, graduated from its original category (Micro/Small) within the period of 3 years from the date of graduation.

1.1.1 Definitions of MSEs owned by Women is under:

- i In case of proprietorship firm, proprietor must be woman.
- ii In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii In case of private limited companies, at least 51% share must be held by women promoters.

1.1.2 Definitions of MSEs owned by SC/ST is under:

- i In case of proprietorship firm, proprietor must be SC/ST.
- ii In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii In case of private limited companies, at least 51% share must be held by SC/ST promoters.

- iv Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - v District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - vi Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - viii Revenue Officer not below the rank of tahsildar.
 - viii Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - ix To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
- 1.1.3 If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.
- 1.1.4 Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.

2. **EARNEST MONEY DEPOSIT (EMD)**

~~Tender must be accompanied by Earnest Money for the amount mentioned in tender notice. The Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer. In the case of successful tenderer, the Earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work in accordance with clause 2 of the General Terms and Conditions of contract.~~

~~**Note:** EMD shall not carry any interest.~~

~~EMD by the tenderer will be forfeited as per tender documents if~~

- ~~• After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.~~
- ~~• If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.~~
- ~~• The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.~~

EMD WAIVER DOCUMENTS:

~~EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting only Udyam Registration certificate or Medium Enterprises, graduated from its original category (Micro/Small) within the period of 3 years from the date of graduation.~~

3. **SECURITY DEPOSIT (SD)**

- 3.1 The successful tenderer shall deposit the prescribed sum towards Security Deposit before the commencement of work. **The rate of security deposit for the contract will be 5% of the contract value.**

~~EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.~~

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

~~Security Deposit of the contract value may be accepted in the following forms:~~

- i. Cash (as permissible under the extant Income Tax Act).
- ii. Payment of SD in e-Collect mode, while making such payment, Enquiry number may be mentioned in Remark column.
- iii. **Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL**

- 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 (FDR should be in the name of the Contractor, a/c BHEL).
- vi. 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)
- vii. Insurance Surety Bonds
- viii. NO INTEREST SHALL BE ALLOWED ON SECURITY DEPOSITS. BHEL shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

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

3.2 **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.

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

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.

- 3.3 All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
- 3.4 Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period. In case no maintenance period is applicable, then 100% of security Deposit will be refunded after confirming the final bill payment.
- 3.5 In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will be forfeited (not be refunded) / Bank Guarantee not encashed. GST will be charged on the SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

4. **COMPLIANCE TO STATUTORY PROVISIONS AND RULES**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and By-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

- a. The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- b. The minimum wages Act 1948 and the related rules.
- c. The payment of wages Act 1936 and the related rules.
- d. The Factories Act 1948 and related Tamil Nadu Rules
- e. The Employees' Provident Fund & Miscellaneous provisions Act 1952
- f. The Employees State Insurance Act 1948.

- g. Workmen Compensation Act 1923
- h. Payment of Bonus Act 1965
- i. Maternity Benefit Act, 1961
- j. Payment of Gratuity Act, 1972
- k. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979 Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more Personnel)
- m. The Industrial Disputes Act 1947
- n. The Building and other Construction Workers Welfare Cess Act. 1996

And any other law, or modifications to the above or to the rules made there under from time to time.

The age of the contract workers deployed should be above 18 and below 50 years.

If the Contractor employs more than twenty employees, he shall obtain License to this effect from the Factory Inspectorate and renew the same periodically.

Vendor shall have their own PF and ESI Codes and comply with the relevant Acts. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company Officials even at short notice.

1. Form XIII - Register of Workmen employed by contractor (Rule 75)
2. Form XIV -- Employment card issued by contractor (rule 76)
3. Form XVI Muster Roll (Rule 78(1) (a) (i))
4. Form XVII - Register of Wages (Rule 78(1) (a) (i))
5. Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
6. Form XIX - Wage Slip (Rule 78) (b)
7. Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))
8. Form XXI - Register of files (Rule 78) (1) (a) (ii))
9. Form XXII - Register of advance (Rule 78) (1) (a) (ii))
10. Form XXIII - Register of overtime (Rule 78) (1) (a) (iii))
11. Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
12. Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him.

Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.

In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.

BHEL shall not be responsible for any losses, damages to the contractor or to his employees.

Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.

Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.

Contractor shall obtain license under CL (R&A) Act, 1970.

The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL. Entry permits of the labour are to be issued by the contractor with contractor's monogram.

Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A & B (Rule 25 (viii) & 81 (3)) to BHEL, for forwarding the same to Labour Department.

The contractor shall attend to all inspections notified / conducted by the BHEL, Labour department, P.F authorities, Factory Inspectors, ESI inspectors, Medical Authorities or any other such authorities.

The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.

LABOUR LICENSE

The Contractor employing 20 or more crew members shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the crew members employed by him or in the event of Contract being extended or renewed. The Contractor shall inform the license number to the BHEL Management before taking up the work.

COVERAGE UNDER THE ESI / PF ACT / MISCELLANEOUS PROVISIONS ACT

The Contractor shall ensure that all his personnel are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number / Enrolment Number before executing the Contract work.

The Contractor shall regularly pay the amount by contribution i.e. employer's contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.

The Contractor shall ensure that his contract personnel are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of Contract work.

The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.

Whenever any sum of money is found to be recoverable from or payable by the Contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this Contract or under any other Contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the Contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

In case of noncompliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the Contractor / sub-Contractor.

The Contractor shall abide by all the labour and other laws applicable to Contract labour / worker under this Contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.

Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

WAGES

The Minimum Wages as prescribed by the State Government from time to time should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

Payment to employees engaged by the contractor:

The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

The Contractor shall comply with the applicable provisions of payment of Wages Act-1936, Minimum Wages Act-1948, Employees Liability Act-1938, Employees Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.

Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.

Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the contract labours only after signed by all the contracts labours in filled wage register.

Contractor Shall have / obtain license under the Contract Labour (Regulation and Abolition) Act-1970.

Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamilnadu, which are applicable to General Engineering and Fabrication Industry, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective nationalised bank accounts by means of NEFT / RTGS / IMPS.

Contractor shall provide the details of manpower to be deployed for the subject scope of work with the following details.

Sl. No.	Name	Aadhar Number	Savings account bank details of nationalized bank	Confirmation and acceptance by the contract employees for bank details and payment of salary in there bank account

Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details as per the above table.

While submitting the bills, the contractor should submit a proof of payment made to employees through nationalised bank along with PF and ESI contribution to Welfare Section every month for effecting, Payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of minimum wages as per prevailing acts, for getting payment from BHEL.

The contractor should remit the salary / wages of their workmen only through nationalised bank, directly to the salary / savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary / wages to the workmen concerned has been remitted in the nationalised bank account of the workmen. The relevant Bank Statement/ proof for Bank Payment should be produced along with PF and ESI challans every month. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.

If the contractor employs more than twenty employees, he has to obtain License to this effect from the Factory inspectorate and renew the same periodically.

The contractor should follow and comply with minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments rules & regulations.

Each contract employees must have his own PF and ESI codes and comply with the relevant Acts.

Contractor shall make PF, ESI contributions as per applicable laws in force and the statutory guidelines issued from time to time by the Government of India.

The contractor workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to safety, Welfare and Line Executive concerned.

The Contractor shall ensure to disburse the wages to his workers on the 7th day of every consecutive month in the presence of such authorized representatives of BHEL Management. In the event of any delay in making the payment of any wages or dues to the contract worker by the vendor i.e., after 7th day of subsequent month, a penalty a sum of ₹500/- per man-day for each such default will be recovered from the contractor during the contract period. **The contractor has to disburse the salary / wages for their workmen and the relevant Bank statement / proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month.**

A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer-In-charge for each month.

The Contractor shall inform the BHEL Management every month the details of Contract labour engaged for each Contract in the following forms:

- a. Serial Number.
- b. Location.
- c. Period of Work.
- d. No. of Contract labour engaged during the month.
- e. No. of days worked.
- f. No. of Man – days worked.
- g. Wages paid to his workers.

The above statement shall be furnished to BHEL Management at the end of every month.

REGISTRATION WITH BHEL

Every Contractor shall register his name with the CONTRACTS Department of SSTP BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- a. Name of the Contractor.
- b. Nature of Work.
- c. Period of Work.
- d. Number of maximum labour employed by him on anyone day.
- e. License No. & Date (Applicable in case of Contractors employing 20 or more workers).
- f. The labour should be enrolled with PF, ESI and enrolment No should be furnished on finalization of Contract.

The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

BIOMETRIC ENTRY / EXIT SYSTEM FOR CONTRACT PERSONNEL

The Entry / Exit of the Contract personnel are to be regulated only through Biometric system.

The Contractor initially will be issued with a temporary gang pass for his / her Contract personnel for a period of ten days.

The Contractor should arrange photo coverage for all his / her employees within the above stipulated time.

The Contractor has to submit Form I for all his / her Contract employees. All the particulars required in Form I are to be provided by the Contractor without fail.

The Contractor should educate the Contract personnel in registering the attendance through the system.

Whenever a Contract workman migrates or leaves service, the Contractor has to surrender the biometric card of the particular Contract workman to Contract Cell with immediate effect.

If a Contract workman having biometric card joins another Contractor, the Contractor who engages them, has to intimate Contract cell along with the biometric card for switching over the Contract employees from the earlier Contractor to the present Contractor.

On completion of the work, the Contractor has to surrender all the biometric cards immediately to the Contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill / security deposit of the Contractor.

If any Contract employee loses his / her card, the Contractor shall arrange a duplicate for the employee by paying an amount of Rs.100/-.

The Contractor is totally responsible for the biometric cards issued to his / her Contract employee.

The Contractor has to indemnify BHEL for all the damages and loses caused by his / her employee.

PAYMENT OF BILLS

Payment will be made on monthly basis after completion of work and certification of bills by respective area Executive in charge after:

- 45 days from Service Entry sheet/ GR / CRAC for Micro & Small Enterprises
- 60 days from Service Entry sheet/ GR / CRAC for Medium Enterprises
- 90 days from Service Entry sheet/ GR/ CRAC for non-MSME Enterprises

Payment shall be made against Certification by BHEL-Engineer in charge.

Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a. Documentary proof for payment of PF / ESI with individual names to be submitted.
- b. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c. Any other relevant document which is required from time to time as per BHEL requirement.
- d. If the Contractor is not registered under GST, then a declaration shall be submitted along with offer that they are within the threshold limit.

All payments to be made to the Contractor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)).

GST

Wherever GST is liable to be paid by the Contractor, the Contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.

After registration, the payment of GST shall be effected by the Contractor to the Central Government monthly / quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.

The invoice / bill in original duly signed by the Contractor claiming the payment for GST shall clearly indicate the following:

- Continuous Serial no. & date of the bill
- Cost of the service
- Separately showing the GST amount calculated at the applicable rate
- Separately showing the Cess on GST amount

- PAN based GST Registration No.

The GST claimed in the bill will be paid to the Contractor based on the proof of payment of GST to the Central Government for the previous month / quarter as the case may be.

GST if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be Considered as 'all inclusive'.

AVAILING INPUT TAX CREDIT (ITC)

For service after implementation of GST i.e. after 30.06.2017, the following conditions will apply and vendor (Indigenous Service Provider) shall fully comply to the below points.

- Response to Tenders for Indigenous vendor will be entertained only if the vendor has a valid GST registration no which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
- Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate II. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- In case of discrepancy in the data uploaded by supplier in the GSTN portal or in ease of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the non-completion of work, within the calendar month notified by EIL IEL.
- For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest (calculated SRI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

INCOME TAX

Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labour for any work as follows:

Photocopy copy of PAN card shall be submitted to Account Dept. along with original for verification.

TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

5. SAFETY CONDITIONS & GUIDELINES

The Factories' Act, 1948

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories' Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Following points shall be ensured for the safety of contract employees.

I. Identity and Entry:

- The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
- The contractors not to employ people whose age is below 18 years.
- HR / Welfare will issue passes to the trained employees only.
- Welfare has to arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers.
- The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR / Welfare.

II. Training:

- Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
- This shall be done within a period of 2 weeks after awarding of fresh contract.
- For ongoing contracts, the contractor has to identify the persons to be trained within a period of 2 weeks.
- Driving /operation of Crane / Jumbo / Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

- Male employees should enter gates only with Safety shoes, Pants-Shirts. (Dhoti, Lungi are not permitted).
- Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree / chudidhar is a must).
- Normal shoes are acceptable for office area work only.
- Employees working in canteens can wear sandals shoes.
- Welfare will finalize and indicate a colour coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers.

IV. General Instructions:

- Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
- Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
- Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures in case if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
- Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.

- The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
- The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
- Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
- Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
- Users agreed to initiate the permits for all the works mentioned in the table given below to safety mgmt. for clearance.

V. Work Permit instructions:

Sl. No	Works	Instructions
1	Construction, erection & Commission of new and Modification of existing civil structure.	The contract workers employed shall have sufficient job knowledge shall follow the procedures and dress code.
2	Periodical Civil maintenance work at height.	Only experienced people shall be allowed to carry out at the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
3	Work at height – including roof light maintenance and furnace work.	Only experienced and qualified electrician shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
4	Welding work at process plant including pipe lines PG and acetylene plant	Only experienced people shall be allowed to carry out, the work at height. Shall take care of nearby pipeline, remove all flammable materials Get help from fire service.
5	Crane erection and modification work	Only experienced people shall be allowed to carry out the work. Wear safety belt and use life line. Net etc. Remove all loose material.
6	Excavation and Blasting	Some lapse is noticed obtaining Excavation permit, shall be strictly followed. Only licensed holder shall carry out blasting, accountability shall be properly maintained for the explosives, unauthorized / unapproved explosives shall not be allowed. Only authorized equipment shall be used for blasting.
7	Fragile roof work	Only experienced people shall be allowed to carry out the work at the fragile roof. Physically fit without any vertigo problem. Wear safety belt and use life line. Net etc. They shall be properly instructed before going to the roof.
8	Confined space work, cellars, furnace ducts	Oxygen level to be checked to before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars / confined space.

- Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
- Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

VI. Equipment:

All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.

- Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.

- Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
- Qualified electricians are only to be used for giving connections.
- Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
- For portable electrical equipment supply to be taken using plugs points.
- Wires / cables extension box should be in good condition.
- Proper earthing should be maintained.
- Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
- Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

VII. All contractors:**A. Gas Plant:**

- Contractors to use only trained persons for working in LPG installations with separate identity and to furnish valid documents for working in LPG area.
- If LPG is used, hazards, safe handling methods, etc., are to be clearly explained to the employees and safety measures are to be taken.
- People working in LPG line, furnace, and installation are to be aware of LPG properties; hazards involved and should work with adequate precautions and assistance. Hot work permit to be obtained any welding / cutting work in this area. No spark or flame is allowed.
- Awareness on PG Plant, Inflammable stores for contract employees should be ascertained by the contractors. Contract employees authorized by safety are only to be allowed. Others not allowed.
- Adequate precautions must be taken by contractors for their employees working in the PG area. (Gas generation, coal handling, poking operation, booster area, ash handling, tar and phenol handling, pipe line work etc.).

B. Electrical Contractors:

- Must ensure proper care before working on electrical lines.
- Must have obtained line clearance / work permit for all electrical work, panel board cleaning, roof light changing, cable trench works and works in confined areas.
- After completion of the work the line clearance / permits must be closed.
- Must remove all the left out choke, bulbs, tools, fasteners etc. after completion of the work (working on height).
- Portable machines, lines drilling machines must be with proper plug points.
- Unused new cables and fittings are to be returned to the concerned. Old cables / used cables are to be removed and returned properly.

C. Painting Contractors:

- Must know the characters of paints, thinners, solvents etc. before handling.
- User departments and the contractor must provide Materials Safety Data Sheets (MSDS) for the contract employees involved in painting work.
- Contractors should provide respirators to the employees doing painting work.
- User departments should ensure training for contract employees in Fire prevention, firefighting etc.
- The training shall be through Fire / Security department.
- Contract employees must take adequate precaution to prevent fire while working.
- Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

D. Civil Contractors:

- Employees working in Civil constructions should be familiar with the relevant work viz. masonry work construction, tiles, partition, floor elevated work etc.
- Tools, equipment pertaining to their works must be in good condition and with valid certificates. The workers employed must be skill full enough to complete the work- roof work, work at height, excavation blasting etc.
- Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department / WEL This is a must for the works like working at height, Jack hammering, sewage cleaning etc.

- Vehicles used for construction works like Lorries, excavation equipment (JCB), Mixing machines etc., are sound in operating condition.
- User departments should ensure that the applicable procedures are clearly understood by contract employees involved in civil maintenance viz. flooring, floor cleaning, building maintenance, water line, pipe lines, storm water, ETP Maintenance etc. The adherence to the procedures must be ensured by contract supervisor.
- The operators should be licensed, trained and authorized persons. Valid certificates / documents must be shown on demand.
- Employees should remove the waste materials from the work spot after completing the works.

E. Transport Contractors:

- Vehicles carrying materials should have proper registration documents and must be produced on demand to BHEL security staff.
- The driver of the vehicle must possess valid heavy duty license, vision Test certificates & relevant valid vehicle documents as per the factory Rules and to be produced on demand to the security staff.
- No persons other than driver should be allowed to sit or stand on the Prime Movers of the trailer.
- Should not do Cooking, Bathing, Vehicle cleaning etc. within the premises.
- The lights on right side (i.e.) over driver's cabin should be in working condition.
- Both the head lights as well as park lamps must be in working condition.
- The tire, brake, horn, turning lamps, etc. must be in good conditions.
- The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- There must be a safe distance behind another moving truck.
- If vehicle got break down, they should attend maintenance work and ensure to avoid oil and grease spillage & traffic issues.
- Drivers should not do material handling activities.
- Must not stand under / close to load while lifting the materials.
- Speed limit of 20 km/hr. to be maintained inside the factory premises.

F. Shipping:

- Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
- Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
- The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
- The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
- There must be side packing such as gunny, rubber-tire between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- There must be minimum two fastening and it should be more in case of lengthier loads.
- The loose pieces should be bundled before loading on the truck.
- There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- The materials should not be stacked too high to avoid hitting against live electric lines.
- Must not lift beyond the capacity (SWL) of mobile cranes.
- Must keep valid certificates for the individual (inclusive of vision Test certificates) and lifting equipment.
- Should not use mobile cranes for transporting and dragging.

G. Travels / Taxi Contractors:

- Must have valid documents like Driving license, RC, Insurance, FC, Vision Test Certificate.
- Max speed limit 20 km / hr. must be followed, Timing prescribed for entry and exit to be strictly followed. Not to overtake inside the Premises.
- Seat belt must be worn by taxi drivers, Park cars only in the permitted areas.
- Using mobile phones while driving and playing iPod, inbuilt music systems etc. in the vehicles are banned within the factory premises.

H. Welfare:

- The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
- Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System.

I. Health Check-up:

Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department / BHEL for updating. Specific test is a must apart from General Health check-up for the works like

- Working at height - Vertigo test
- Mobile crane operator - Vision test, audiometric test
- Vehicle drivers - Vision test, audiometric test
- Shot blasting operations - Lung function test, audiometric test
- Canteen employees - Dermatitis
- Jack hammering - Lung function test, audiometric test
- Sewage cleaning - Lung function test
- Electro-plating - Skin and respiratory tract
- Grinding - Lung function test, audiometric test
- Spray painting - Skin and respiratory tract

J. Safety Equipment:

Contract employees must wear the PPEs relevant to the nature of work in addition to the safety shoes.

- Welding - Welding Shield and goggles
- Gas cutting - Aprons, Gas cutting goggles
- Painting - PVC gloves, PVC apron, respirators
- Electrical work - Electrical Resistance gloves, gum boots (during rain)
- Work near hot furnace - Heat resistant gloves Sr Apron
- Glass wool related works - Respirators, Barrier Cream
- Slag removal, cleaning and grinding work - Goggles / dust respirators
- Handling of rough and sharp surfaced objects - Leather gloves
- Sanitary work - Hand gloves, Gum boots
- Concrete preparation - Gum Boots Electrical
- Work at height - Rubber gloves, Safety Belt, fall arrestors, Life line Rope

K. Violations:

The following will be treated as serious violations and appropriate actions shall be initiated by BHEL.

- Employing people whose age is below 18 years.
- Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
- Not wearing FTEs.
- Working without proper work permit.
- Possession of mobile phones other than taxi drivers.
- Using mobile phones while driving.
- Unauthorized electrical connections.
- Driving / operation of Crane / jumbo / Fork lift etc. by unauthorized persons.
- Unauthorized operation / driving of Lorries, mobile cranes etc.
- Smoking, alcohol, audio-playing etc.
- Moving to unconnected areas.
- Any wilful act that creates unsafe conditions.

6. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act).

7. RISK PURCHASE

In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.

The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.

8. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

9. ADOPTION OF INTEGRITY PACT

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief.

BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

10. 9.SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page". The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1 Integrity commitment, performance of the contract and punitive action thereof:**1.1 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the process and execution of the contract. BHEL will during the tender process treat all Bidder(transparent and fair manner, and with equity.

1.2 Commitment by Bidder/ Supplier/ Contractor:

1.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not or indirectly influence any decision or benefit which he is not legally entitled to nor will act or in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments made, and is committed to or intends to make to agents, brokers or any other intermedia connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms and conditions and will not default without any reasonable cause, which causes loss of business/ reputation, to BHEL. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ award/ execution / post execution stage indulges in mal-practices, cheating, bribery or any other misconduct or formation of cartel so as to influence the bidding process or influence price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

11. SECRECY OF CONFIDENTIAL INFORMATION

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract. All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances. BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

12. LIQUIDATED DAMAGES (LD) / PENALTY

If the Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. In case of any change to the order value, the penalty/ LD shall be applicable on @ 0.5% of the revised contract value of delayed quantity per week or part of the week of delayed period as liquidated damages not exceeding 10% of the revised undelivered portion of the order value for delayed quantity without any controversy/dispute of any sort whatsoever.

13. INDEMNITY

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.

The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:

- Observance of Labour & Industrial Laws.
- All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- Documentary compliance relating to billing.

14. RIGHTS

BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.

In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.

All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors. The Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.

In case the Contractor fails to pay the wages for his employee which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month and Bonus once in a year as per the bonus Act, BHEL has the right to recover from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.

15. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

16. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

17. LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the Indian Laws for time being in force.

- Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.
- No BHEL employee and their dependents are eligible to submit their offer against this Tender.

18. PREVENTIVE CHECKS TO ELIMINATE SUSPECTED CARTEL FORMATION BETWEEN SUPPLIER

The Bidder shall declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

19. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service, (OR)
- Enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL. (OR)

- Obtain a Contract with BHEL as a result of ring Tendering or by non-confide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

20. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the Contract in any of the following cases:

If the Contractor,

being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:

- Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors (OR)
- being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager, (OR)
- Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL, Trichy which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL, Trichy, or the same shall be recovered from the Contractor by other means.

In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the BHEL, Trichy, whose decision shall be final and conclusive.

21. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT

If the Contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL, Trichy, or his authorized representative;
- fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued thereunder;
- BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, Trichy official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL.

If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, Trichy or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by BHEL, Trichy, whose decision shall be final and conclusive.

22. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the Contract without compensation to the Contractor.

23. SPECIAL POWER TO TERMINATION / SHORT CLOSURE

BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.

If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, BHEL Trichy shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.

24. RECOVERY FROM CONTRACTOR

Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum. then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

25. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding subparagraphs. However, no such recovery shall be enforced after three years of passing the final bill.

26. SIGNING OF CONTRACT

Each Contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the Contract.

27. ARBITRATION

All disputes between the parties to the Contract, arising out of or relating to the Contract, other than those for which the decision of the BHEL, Trichy, or Accepting Officer or any other person is by the Contract expressed to be final and conclusive shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the Contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

28. JURISDICTION

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration.

29. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract

nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by BHEL subject to prompt notification by the Contractor.

BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

30. OVER RUN COMPENSATION (ORC)

Not Applicable for this tender.

31. BONUS CLAUSE

Not Applicable for this tender.

32. Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

33. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS

MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UDYAM Certificate. **Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.**

In case L1 is MSE bidder, 100% of the work will be awarded on the L1 bidder.

If L1 is non-MSE (since the work cannot be split), 100% work will be awarded to the MSE quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder. If there are more than one MSE vendor quoting within the price band of L1 + 15%, the lowest quoted vendor will be given the first chance to accept the L1 price and then the next and so on (In other words, the preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.). In case of non-acceptance of the L1 rate by MSE vendors quoting within the price band of L1 + 15%, the total tender quantity will be ordered on the L1 vendor.

34. CONFLICT OF INTEREST AMONG BIDDERS / AGENTS

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- ❖ they have controlling partner (s) in common; or
- ❖ they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- ❖ they have the same legal representative/agent for purposes of this bid; or
- ❖ they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- ❖ Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- ❖ In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal; or
- ❖ A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- ❖ In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar

restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

35. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

PART - 1D**SPECIAL TERMS & CONDITIONS OF CONTRACT**

1. Vendor to specify the TOTAL OFFER PRICE (INCLUSIVE OF GST & ALL OTHER TAXES AND CHARGES, IF ANY) for each Schedule in GeM portal only i.e., <https://gem.gov.in/>.
2. **CRITERIA FOR AWARD OF WORK:** The evaluation of Offer for award of work shall be on the basis of **Package L1** on "Total Cost to BHEL". Work order will be awarded on **Package L1** basis.
3. Lowest prices received against BHEL Tenders need not be acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
4. BHEL will finalize the rates through price bid opening and ~~reverse auction as per GeM operating procedure after "Elimination of H1 Bidder(s)"~~. Hence, tenderers are requested to give their best prices at the first instant itself.
5. In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.
6. **Applicable Contractual Variations**
 1. Within the validity or any extension of contract thereof, "Service charge" shall remain Firm (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the contract value will vary depending on the followings:
 2. Rates of basic plus VDA (subsequent to floating of this tender), as & when notified by Govt. of Tamil Nadu will be applicable in the contract and accordingly the Purchase Order will get amended based on the circular from HR.
 3. Rates of EPF / EPS / EDLI / ESI /Min. monthly bonus etc. (subsequent to floating of this tender), as & when notified by governing statutory authorities will be applicable in the contract and accordingly the Purchase order value will be augmented as and when the applicable minimum wages of the Government of Tamil Nadu is amended.

PART – 1E

COMPANY / CONTRACTOR DETAIL

The following information's are required for communication for Tender finalization.

GENERAL DETAILS:

SL No	Description	Details	
1	Name of Company / Contractor		
2	Status of the Company / Contractor (relevant documents must be enclosed)	<input type="checkbox"/> Public Limited; <input type="checkbox"/> Private Limited <input type="checkbox"/> Partnership Firm; <input type="checkbox"/> Single Ownership	
3	Type of Enterprise	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium	<input type="checkbox"/> MSME / UDYAM Registration Certificate enclosed
4	Name of Owner/Partner of Company		
5	Address for Correspondence		
6	6.1 Landline		
	6.2 Mobile		
7	E-mail ID		
8	Income Tax Registration (PAN) (copy of PAN to be attached)		
9	PF Registration Documents copy.	<input type="checkbox"/> Registered and <input type="checkbox"/> Not Registered	copy Enclosed
10	ESI Registration Documents copy	<input type="checkbox"/> Registered and <input type="checkbox"/> Not Registered	copy Enclosed
11	GST Registration (Declaration to be attached if vendor is Exempted from paying GST)	<input type="checkbox"/> Registered and <input type="checkbox"/> Not Registered	copy Enclosed
12	HSN / SAC code:		

- Self-attested copy of all the documents should be uploaded along with Tender. If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor.
- If Company / Firm is not registered with GST, PF and ESI, they will have to get registered immediately after award of Contract to comply with the statutory requirements.
- Contractor has to provide copy of GST registration certificate. Wherever Contractor is not registered with GST, a declaration from the Contractor stating that the Contractor is within the threshold limit to be provided. If Contractor has applied for Service Tax registration, a copy of registration is to be provided. Offer will be entertained only if the bidder submit the details as above & has a valid GST registration Number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.

PART – 1F

CERTIFICATE OF COMPLIANCE

I / We M/s. do hereby state as follows:

1. The price offer have been specified in GeM portal i.e. <https://gem.gov.in/> as per the reference price bid format enclosed as PART-2: PRICE BID of Tender documents.
2. The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and have been uploaded in GeM portal i.e. <https://gem.gov.in/>.
3. I/We have downloaded the tender documents from the website (or) www.bhel.com (or) GeM portal i.e. <https://gem.gov.in/> and I/We have not tampered the tender document issued vide tender no. & date mention above.
4. All the documents & pages have been signed by the Authorized Signatory of the Service Provider, as required, with official seal.
5. All the documents required for technical qualification as per eligibility criteria for technical qualification have been enclosed along with techno commercial bid.
6. In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (5), we fully understand that it would be a serious violation in complying with the Tender of this nature and that BHEL shall have the right to take a serious view of this and all the actions / decisions of BHEL in this regard will be final and binding on us.

PART – 1G

NO DEVIATION CERTIFICATE

ANNEXURE-C

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works : Painting of LPG Storage Bullets And LPG Yard Area Pipe Lines of SSTP

Enquiry No. : GEM/2023/B/4138109 Dated XX-XX-2023

We M/s. do hereby declare that we do not have any deviations to the tender terms and conditions as per

- PART - 1 A PRE-QUALIFICATION CRITERIA
- PART - 1 B GENERAL INSTRUCTIONS TO TENDERER
- PART - 1 C GENERAL TERMS & CONDITIONS
- PART - 1 D SPECIAL TERMS & CONDITIONS OF CONTRACT
- PART - 1 E COMPANY / CONTRACTOR DETAIL
- PART - 1 F CERTIFICATE OF COMPLIANCE
- PART - 1 G NO DEVIATION CERTIFICATE
- PART - 1 H SCOPE OF WORK

We have read and clearly understood all the Terms and conditions in Tender Schedule of Enquiry No: GEM/2023/B/4138109 Dated XX-XX-2023 and accordingly we accept the same without any Deviation what so ever.

Your Faithfully

Authorized signature
With seal and address

PART – 1H
SCOPE OF WORK

Work: Painting of LPG Storage Bullets And LPG Yard Area Pipe Lines of SSTP

1. All safety apparatus required for carrying out the work is in the scope of the contractor
2. All paints will be provided by BHEL free of cost
3. All safety procedures should be followed by the contractor while working inside LPG yard
4. Necessary safety work permits to work inside statutory areas to be obtained by the contractor from Safety department of SSTP
5. Contractor shall provide paint brushes required for the same
6. Display boards inside LPG yards to be repainted as part of the contract.

PART-2
PRICE BID
(FOR REFERENCE ONLY)

(Vendor to quote the price in GeM portal only i.e. <https://gem.gov.in/>)

1. Vendor to specify the TOTAL OFFER PRICE (INCLUSIVE OF GST & ALL OTHER TAXES AND CHARGES, IF ANY) for each Schedule in GeM portal only i.e., <https://gem.gov.in/>.
2. The Rate quoted shall be firm throughout the currency of the Contract without any price variation Clause and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL.
3. Order will be finalised based on Package L1. In case of tie in L1, L1 bidder will be chosen as per GeM General Terms & conditions.
4. The bidder should quote the lump sum rate and not the individual rates for every item.
5. The rate that is offered is comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.

Group	DESCRIPTION OF WORK	UNIT	QTY	% ALLOCATION	Percentage of Service Charge / Commission (INCLUSIVE OF GST & ALL OTHER TAXES AND CHARGES, IF ANY)
1	Painting of LPG Storage Bullets And LPG Yard Area Pipe Lines of SSTP	AU (Activity Unit)	1	100%	Vendor to quote percentage of Services Charge / Commission as per GeM guidelines. Vendor to quote only in GeM portal. (DON'T QUOTE HERE)

Schedule of Works:

Item	Description	Unit	Qty	Allocation
1	Painting of LPG Storage Bullets And LPG Yard Area Pipe Lines of SSTP	AU (Activity Unit)	1	100%