



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:017

Tender Notice

Dt. 10.09.2019

Sir,

Sub: Open Tender inviting Technical & Price Bids for “Hiring of 1 No. of Tractor and 2 No. of Trailors, Minimum pulling capacity of 10 MT at BHEL PPPU Thirumayam”

Interested Bidders shall submit their offer for the following scope of work as per the terms and conditions given in this Tender Notice.

| | | | |
|--|--|------|---|
| Tender Ref No | PPPU: WC:19:017 Date : 10.09.2019 | | |
| Scope of work | “Hiring of 1 No. of Tractor and 2 No. of Trailors, Minimum pulling capacity of 10 MT at BHEL PPPU Thirumayam” | | |
| Duration of Contract | 18 Months from the date of commencement of work as stated in LOI | | |
| Commencement of Work | Within 15 Days from the date of Letter of Intent. | | |
| Due Date / Time for submission of tender | 14.00 hrs. on 03.10.2019 | | |
| Submission of Tender Document. | Tender Drop Box at Contracts Department First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507. | (Or) | Sent through Post or courier to Sr. Manager/ Contracts Department, First Floor, Admin Block, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507. |
| Date / Time & place for opening of Technical Bid | 14.30 hrs. on 03.10.2019 at Works Contracts Department Admin Building, First Floor, BHEL, Power Plant Piping Unit, Thirumayam, Pudukkottai dist. – 622507. | | |
| Extension of Due Date for submission of tender & Date for Opening of Technical Bid, if any | Please check the Websites [http://www.bhel.com (Tender Notification page) or http://www.eprocure.gov.in] for another one week , for the extension of Due Date for submission of tender and Date for Opening of Technical Bid, if any. | | |
| Date/Time of Price Bid Opening | The Bidders who are technically qualified will be called for Price Bid Opening / Reverse Auction. The Date / Time for the same will be intimated to the all qualified bidders separately. | | |

Benefits entitled to MSE Vendors: - (1) In case NON-MSE vendor is L1 and MSE vendors offer rates are within L1 + 15 %, the L1 rate shall be counter offered to MSE Vendors as per Price ranking ascending order. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 rate of Non MSE L1 Vendor.(2) The preference to the MSEs will be given in the order of their ranking L1,L2,L3 etc.

EMD: Rs. 22,100/- (Twenty-Two Thousand and One Hundred Only)

Note: Exempt from the payment of EMD along with Tender is allowed for the bidders who

- are Joint Venture or subsidiary companies of BHEL, State or Central PSUs / Government departments / Autonomous / Educational / Research Institutions
- Have produced valid attested copies of NSIC / EMII / Udyog Aadhar Memorandum

(In case UA Memorandum the same shall be with CA Certificate dated within ONE year).

(Bidders should suitably apply for availing exemption from payment of EMD by submitting any of the above listed documents.). **EMD can be paid through various mode such as SBI collect, DD, Banker's cheque etc. elaborated under cover title “EMD” in Page 2 of this document.**

MSE VENDORS:

MSE suppliers can avail the intended benefits only if they submit along with the offer, valid attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum along with CA certificate as per format given for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Copies of NSIC/EM II/Udyog Aadhar Memorandum should be notarised or attested by a Gazette officer.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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INSTRUCTIONS

This Tender is subject to General terms & conditions, which is enclosed.

- The Technical Bid along with all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as "TECHNICAL BID". Bids submitted with incomplete and incorrect technical details will be liable for rejection.
- RATE shall be furnished in the enclosed "PRICE BID", duly signed and sealed and placed in a separate cover duly superscripting as "PRICE BID".
- EMD should be submitted in a separate cover duly superscripting as "EMD".

Totally there will be 3 Separate covers.

| Cover Title | Pages of Tender document | Other required documents |
|---------------|--------------------------------|--|
| Technical Bid | All the pages except price bid | Copy of Pre-qualification criteria along with supporting documents wherever required as per annexure A of tender document - All stapled together or Spiral bound |
| Price Bid | Annexure-B | Nil |
| EMD | - | <p>EMD has to be paid through any of the following methods:</p> <ul style="list-style-type: none"> • Electronic Fund Transfer credited /through Online SBI collect in BHEL Trichy account (before tender opening). When paying through SBI e-collect, select Industry → BHEL Trichy to make the payment. • Banker's cheque/Pay order /Demand draft in favour of "BHEL Trichy". • Fixed Deposit Receipt (FDR) 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. Trichy) <p>In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.</p> <ul style="list-style-type: none"> • EMD exemption proof. <p>Copy of e-payment receipt to be attached along with tender document submission. Following link can be used for payment of EMD. https://www.onlinesbi.com/sbicollect/icollecthome.htm Select :- State → Tamil Nadu, Type of Corporation /Institute → Industry Industry Name → BHEL TRICHY</p> <ul style="list-style-type: none"> • Tender Document without proof for EMD payment/EMD Exemption will be summarily rejected. |

- All the above 3 covers shall be placed in a common sealed cover and shall be submitted before the said due date as given above superscripting the tender no. & date and Due Date.
- Tenderers should submit their bids before the said due date as given above in a sealed cover superscripting the Tender number, Tender date & Due Date and the tender will be opened in the presence of tenderers with due authorization.
- At the time of opening of Tender, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose. Also the specimen signature of the representative should be authorized.
- Any deviation to the terms & conditions and schedules of this tender will lead to total rejection of the bid submitted.
- BELATED and incomplete bids will become liable for rejection.

Thanking you,
For Bharat Heavy Electricals Ltd.
N. Rajagopal
SM/ Contracts,
Power Plant Piping Unit
BHEL -Thirumayam - 622507
Contact No. 04333-279554
nraja@bhel.in

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TENDER TERMS AND CONDITIONS

I. PRE - QUALIFICATION CRITERIA:

1. **Earnest Money Deposit (EMD) Rs. 22,100 /-**
 2. *The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished)*
 3. **Goods & Service Tax (GST) registration / Application Reference Number.** *(copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer).*
 4. *The bidder could be a Proprietorship / Partnership firm / LLP / One-person company / Private Ltd company / Public Ltd company / Trust / Society in this line of service or business Documentary proof shall be enclosed for the status of business.*
 5. *The applicable rate of GST in % should be mentioned in the Technical Bid format.*
 6. **Ownership of the tractor and trailers** - *Either in the name of contractor or leased. In case of lease, a notarized lease agreement deed for a value of Rs20/- (at least) between bidder and the vehicle owner should have been made and a copy of the same shall be attached along with the offer. The validity of the lease agreement shall cover the full contract period.*
 7. **Experience requirement** - *The vendor shall have the experience in any one of the following field for a period of at least 1 year within the last 7 years ending 31.08.2019 as following:*
 - i) 3 similar works of value not less than 4.41 lakhs each
Or
 - ii) 2 similar works of value not less than 5.51 lakhs each
Or
 - iii) 1 similar work of value not less than 8.83 lakhs
- Similar work** means as follows:
- a) *Operation/Maintenance/supply of commercial vehicle/Material handling equipment/Heavy vehicle/Goods transport vehicle etc for a period of not less than 12 months within the last 7 years.*
- Proof of Work Order / Purchase Order may be attached for BHEL Experience. Proof of experience i.e., Agreement copy / Work Order / Purchase Order, and Work completion certificate, from any organization other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations OR Form 26 AS or bank statement for transaction of payment.*
8. **Financial turn-over** - *Average Annual financial turnover during any 3 consecutive years in last 5 years ending FY 2017-18 (FY 13-14 to FY 17-18 i.e., AY 14-15 to 18-19) or ending with FY 2018-19 (FY14-15 to FY 18-19, i.e., AY 15-16 to AY 19-20) should be at least Rs. 2 Lakhs /.* *(P&L account, balance sheet certified by the Chartered Accountant with CA membership number and relevant self-attested income tax return to be attached.*
 9. **Statutory and other norms:** *The RC, FC and Insurance copy of the vehicle shall be submitted along with the offer.*
 10. *Duly signed certificate of compliance in bidder's letter head shall be attached.*
 11. *On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI/GI Rules and Regulations for their workmen deputed for this work.*

NOTES: (1) *Only those bidders, who are meeting all the above qualifying criteria, will be considered for further evaluation and others will be summarily rejected.*

(2) *All supporting documents are to be signed & stamped in each page by the bidder for further Evaluation.*

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II. SCOPE OF WORK:

Hiring of 1 No of tractor (Pulling capacity - at least 10 MT load on the trailer) and 2 No of 20 feet length trailer of holding and carrying capacity 10 MT, for commercial/Industrial use, with crew (consists 1 driver and 1 cleaner) for the movement of material within the PPPU BHEL Thirumayam complex.

II.1 NATURE OF WORK:

Assistance in loading and unloading of material on/from trailer, and Transportation of same within the PPPU, BHEL Thirumayam as per the instruction of area in charge. The contract will be executed under the material management department.

II.2 TRACTOR AND 2 TRAILOR AND ITS CREW:

- The tractor and 2 trailer shall be supplied along with the driver and helper. The tractor-Trailors will be permitted only with its crew member.
- The supplied tractor trailer shall meet the following size and capacity:

| | |
|-----------------------------|----------------|
| Dimension of each trailer | 20 feet length |
| Holding Capacity of trailer | Minimum 10 MT |
| Pulling Capacity of tractor | Minimum 10 MT |

- Copy of RC, FC and insurance shall be submitted along with the offer.

II.3 CREW OF TRACTOR AND TRAILORS:

The driver shall have experienced in the driving of commercial vehicle. The copy of valid driving license (Type - commercial) of driver shall be submitted after LOI/Work order, but before the commencement of work. The same shall be valid for the contract period.

II.4 WORKING TIME AND TRACTOR ENGAGEMENT:

- The tractor will be engaged for a day will be treated as 8 hrs. from the time of entry.
- For engagement beyond 8 hrs., extra payment for over time will be made on pro-rata basis. The rate per hour will be arrived by dividing the day rent by 8. The over time will be applicable only on tractor and for full hour only. The fraction hours will be treated as zero.
- Tractor-Trailors are likely to engage on Sundays and holidays. Hence vendor should have the additional crew members to comply with the factory act and regulation.
- The Tentative Timing of the Shifts will be as follows:
 - From 08.30 hrs. to 12.30 hrs. and 13.30 hrs. to 17.30 hrs. or
 - From 17.30 hrs. to 21.30 hrs. and 22.30 hrs. to 02.30 hrs.
 - Any time for 8 working hours on prior intimation of before 24 Hrs.
- The tractors shall be equipped with following provisions:
 - Horn, reverse horn, Light and turning indicator
 - Mirror and reflector
 - Copy of RC, FC, Insurance and commercial DL
 - The Tractor shall be able to carry the load max. 10 MT (required)
- Working area** - The tractor / trailer will be engaged for material movement within the BHEL Thirumayam factory and/or around its periphery.

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II.5 BHEL SCOPE:

- a) **Gate pass** - The gate pass will be provided to supervisor in-charge after submitting the completely filled application to security-PPPU, forwarded by the concerned authorities as per the format. The gate pass will be issued only for a period of 1 month. For next month, pass shall be renewed by submitting the same format. In case of change of person, either temporary or permanent, the same shall be intimated in advance to area in-charge, for getting the clearance for working inside the factory.
- b) Identification of material and location for movement of material.
- c) **Engagement** - The tractor trailers will be engaged for the movement of various materials (pipes, tubes, components, woods, consumables, bin - empty or filled with ferrous scraps, etc) within the BHEL, Thirumayam.

II.6 CONTRACTOR SCOPE (APART FROM THE SCOPE OF CONTRACT):

- a) Ensuring the safety during carrying out the material handling and transporting. Vendor has to provide all the relevant safety equipment (Safety shoe, Safety Helmet, Hand gloves, Safety belt etc.) to their workmen. Safety precaution during the execution of work shall be taken care by the crew as per the instruction of area in-charge. The crew shall strictly adhere to the safety norms of BHEL, Thirumayam.
- b) **Log book maintenance** –
The supervisor representative shall be responsible for maintaining the following log books
 - i. Daily attendance sheet for all employees (Driver and cleaners)
 - ii. Wage and PF register - Monthly
- c) **Valid RC copy from RTO**- To be submitted before commencement

II.7 OFFER/QUOTATION:

- a) The rate shall be quoted on day rent (8 hr) basis exclusive of taxes and duties for full period of contract.
- b) The rate shall include the cost of fuel, consumables etc and cost on driver and helper.
- c) The rate shall be exclusive of applicable GST. The GST rate shall be provided separately.

BILL OF QUANTITIES

| SL.NO | DESCRIPTION OF WORK | UNIT | ESTIMATED QTY |
|-------|------------------------------------|-------------|---------------|
| 1 | HIRING OF 1 TRACTOR AND 2 TRAILORS | D (DAYS) | 500 |

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III. COMMERCIAL TERMS & CONDITIONS:

01. RATE:

- a. Rate should be quoted in Rupees as numerals and in words in the attached price bid format.
- b. The rates quoted should be **Exclusive of GST (but inclusive of any other taxes & duties)** levied or to be levied both by Central and State Government Authorities. Such levies, if any, should be borne only by the Contractor.)
- c. The applicable rate of GST in % should be mentioned in the Technical bid format.
- d. GST Payment will be reimbursed as per statutory provisions, subject to production of proof of payment / remittances only.
- e. The rates quoted in the tender shall remain **valid** initially for a period of at least **120 days** from the date of opening of Tender. After successful award of contract, the rates shall be firm throughout the contract period.
- f. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents should be in doubts as to their meaning; he should at once address the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall be taken upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- g. **Contractor has to ensure that all statutory payment as per Minimum wages act, 1948/ Payment of Wages act etc. along with BHEL additional payment component (as indicated in welfare conditions) to be taken care of while quoting. No claim in respect to payment to workman will be entertained at a later stage. It will be responsibility of contractor to comply with statutory payments to workmen in this regard.**
- h. **Before tendering, the tenderers are strongly 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 labor under scope of work covered.**
- i. 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.
- j. Canvassing in any form w.r.t. tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable for rejection.
- k. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
- l. Earnest Money Deposit will be refunded to the unsuccessful tenderers after 15 days on finalization of the award of work. In the case of successful tender, the earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work. If the bidder withdraws his offer after submission of tender or after acceptance of LOI or fails to start the work, the EMD shall be forfeited.
- m. BHEL reserves the right to
 - i) Cancel the tender at any stage.
 - ii) Finalize the contract through Reverse Auction / Price Bid Opening.
 - iii) Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to BHEL inter alia other reasons.
- n. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give

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their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

- o. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.*
- p. All payments from BHEL in view of the execution of the contract are liable for IT (TDS), GST (TDS), as applicable. Hence, bidders shall confirm that they have suitable mechanism for effective compliance to the same.*

02. PROVISION FOR MSE (MICRO & SMALL ENTERPRISES) SUPPLIERS:

2.1 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of valid NSIC certificate or UAM along with CA certificate or EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II)

2.2 Definitions of MSEs owned by Women is under:

2.2.1 In case of proprietorship firm, proprietor must be woman.

2.2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.2.3 In case of private limited companies, at least 51% share must be held by women promoters

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

2.3.1 In case of proprietorship firm, proprietor must be SC/ST.

2.3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

2.3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

2.4 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.

2.4.1 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.

2.4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

2.4.3 Revenue Officer not below the rank of tahsildar.

2.4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

2.4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

03. BENEFITS ENTITLED TO MSE VENDORS

- i. In case NON-MSE vendor is L1 and MSE vendors offer rates are within L1 + 15 %, the L1 rate shall be counter offered to MSE Vendors as per Price ranking ascending order. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 rate of Non MSE L1 Vendor.*
- ii. EMD amount is waived off on production of document as per "EMD" Title in page no 1.*
- iii. The preference to the MSEs will be given in order of their ranking L1, L2, L3 etc.*

04. TAXES AND DUTIES:

- 1. GST portion of invoice will be released only upon:*
 - 1.1 Vendor declaring such invoice in his GSTR-1 and*
 - 1.2 Receipt of goods and tax invoice by BHEL and*
 - 1.3 Confirmation of payment of GST thereon by vendor on GSTN portal*

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2. In case GST credit is delayed or denied to BHEL due to non /delayed receipt of goods/services and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC or any other reasons not attributable to BHEL, GST amount will be recovered from vendor along with interest levied or leviable on BHEL from payment due to vendors (bills and/or SD etc) from BHEL.
3. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recovered from vendor /contractor along with interest levied/leviable on BHEL from payment due to vendors such as running bills and/or Security deposit etc from BHEL.

Note: Three copies of GST rule compliant tax INVOICE with original signature to be submitted every month on completion of work.

05. CONTRACT PERIOD: -

- a) The Contract Execution period will be **18 Months** from the date of commencement of work as stated in LOI.
- b) **Contract extension** - The said contract period may be extended with same terms and conditions subject to mutual acceptance between vendor and BHEL.
- c) **Contract termination/short closing** - The contract may be terminated by BHEL, due to violation or non-performance as per tender terms and conditions by giving 1 month's advance notice.

06. PAYMENT TERMS:

- a) Vendor may claim the bill/invoices monthly once to the area in-charge. The invoices will be accepted on ensuring the following conditions
 - i. The bills shall confirm to the GST compliance and norms with SAC code of service.
 - ii. The bill shall include the work order No, GST No, service period etc.
 - iii. The bills shall be given in triplicate (in-original) and shall be error-free.
 - iv. The current/previous month HR clearance shall be attached. The HR clearance shall be obtained by the contractor from HR-PPPU, which is to be submitted along with the bill.
 - v. The quantum of work details (copy of relevant log books) shall be attached in the annexure.
 - vi. The proof of payment of taxes, if any, to be submitted along with each bill.
- b) Only one bill will be accepted at once. Vendor may club the months in the same bill.
- c) On submission of error free bill, the bill will be processed and payment will be made by BHEL after 45 days. Necessary GST returns have to be filed in due time for claiming of payment of invoice.

07. PENALTY CLAUSE:

Penalty for absence/Non availability/Non reporting/Breakdown:

- a. For partial absence / Non supply of the tractor - trailers, deduction will be made on pro-rata basis. (Fraction hour will be ignored for less than 30 minutes and for 30 minutes or more, amount will be deducted for one hour).
- b. In case of breakdown of equipment, the contractor shall make alternate arrangement within a period of 2 hours. In case the contractor fails to deploy the alternate equipment within the period of 2 hours from the time of breakdown BHEL reserves the right to get the same done at the contractor's risk and cost by engaging another agency/departamentally with additional penalty of Rs 500/- per day. Same terms for absence or no supply.
- c. In case of breakdown and alternate tractor - trailers supplied beyond 2 hr, Both the penalty of "running hour (total period of non-availability) on pro-rata basis and fixed amount of Rs 2500/- over the penalty on non-availability hours.

NOTE: GST on penalty will be recovered in addition to penalty

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08. RISK PURCHASE:

1. In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract Terms & Conditions / Obligations, explicitly expressed or implied, as per Tender / Contract, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL service requirements and additional expenditure if any including consequential cost shall be totally recovered from the contractor who failed to complete the job in line with the BHEL tender / contract.
2. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the contractor and also 5% overhead charges to be added in addition to extra expenditure to BHEL.

IV. GENERAL:

1. The contractor agrees to indemnify BHEL against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labor (Regulation & Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act etc. or any civil or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
2. The liability of any compensation for injury to their staff or others arising as a result of duties by the staff shall be that of the contractor.
3. Income Tax, GST TDS or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
4. With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Unit / BHEL – PPPU Thirumayam shall be final.
5. Disputes or differences arising from this tender or in any manner connected therewith shall be subjected to the following disputes resolution mechanism:
 - i. Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
 - ii. If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by Head of the BHEL Unit/Region/Division issuing the Contract. The place of arbitration shall be at Thirumayam. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - iii. All disputes shall be subject to the exclusive jurisdiction of the Courts at Pudukkottai.

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Checklist for Documents to be submitted to HR/Welfare Section*

| S.No | Document type | Scheduled Date | Periodicity | Remarks |
|------|---|--|--|---|
| 1 | PF Registration code | On Award of contract/ on production of First bill | One time/as and when required by BHEL | |
| 2 | ESI/Group Insurance Code | On award of Contract | One time/as and when required by BHEL | |
| 3 | Form VI-A & VI-B under Contract labor (R&A) Act | On commencement and Completion of the Contract | Twice (Once on commencement and once of completion of contract) | Form VI-A to be submitted to Labor authorities and a copy to submitted to Welfare section. Form VI-B (to be prepared and endorsed by User/executing Department) to be submitted to Welfare Section |
| 4 | Labor License | To be obtained immediately from Labor authorities in case of engagement of 20 or more contract workers | One time/ on renewal of License / as and when required by BHEL | |
| 5 | Bio Data form with proper ID proof | To be submitted for all employees immediately on award of contract and as and when new employees are engaged | One time / as and when required by BHEL | Required for providing ID cards to enable entry into Factory premises and for record purpose |
| 6 | Attendance Register | To be submitted on or before 5th of every month | Monthly | To be endorsed by the contractor and BHEL authorized executive/Line Executive |
| 7 | Wage Register | To be submitted on or before 5th of every month | Monthly | To be endorsed by the contractor and BHEL authorized executive/Line Executive |
| 8 | PF remittance challan & PF - ECR | To be submitted on or before 5th of every month | Monthly | To be checked and cleared by HR Dept. |
| 9 | Monthly Entry Format | To be submitted on or before 25th of each month | Monthly | |
| 10 | Canteen Usage Request format | To be submitted immediately on award of contract | One time / as and when there is a change in the number of contract workers | The Canteen timings as intimated by BHEL management are to be adhered to |

*The checklist is indicative, the contractor is obliged to produce any other document required, in compliance with extant statutes and BHEL practice, as and when required

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V. CONDITIONS RELATED TO THE WELFARE OF LABOURS:

- 1) *The successful contractor has to have his own PF, ESI / Group Insurance registration and comply with the relevant Acts. If not available immediately / already applied / pending with PF authorities, then an undertaking to comply shall be submitted on award of contract.*
- 2) *The Contractor has to remit PF for his workers for the same amount which he paid as total wages (including BHEL additional wages) to the employees on monthly basis. He has to remit 13% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25% of monthly wages should be remitted as PF i.e. each employee. The percentages mentioned are indicative in nature. The PF shall be remitted as per the existing Government guidelines.*
- 3) *The Contractor has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF remittance challan (for the billing period) for the engaged labor has to be submitted for bill processing.*
- 4) *BHEL will not be liable for any medical attention, injury / loss of life of the persons engaged by the contractor during the work inside the factory premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the Contractor at his cost from the first day of operation, towards medical treatment and compensation of any loss as per legal provisions.*
- 5) *The contractor shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.*
- 6) *In case, during the contract period if ESI scheme comes into effect, the contractor shall conform to the statutory requirements and any additional cost involved shall be borne by the contractor only.*
- 7) *The contractor shall employ such personnel who are medically fit and above the age of 18 only. The company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.*
- 8) *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. The minimum wages are given below for reference:*

| SL. NO | CATEGORY | MINIMUM WAGES PER DAY (RS) | | |
|--------|---------------------|----------------------------|--------|--------|
| | | BASIC | DA | TOTAL |
| 1 | Un Skilled Worker | 258.50 | 176.00 | 434.50 |
| 2 | Semi-Skilled Worker | 271.00 | 176.00 | 447.00 |
| 3 | Skilled Worker | 278.50 | 176.00 | 454.50 |
| 4 | Supervisor | 295.00 | 176.00 | 471.00 |

(The above table is for illustrative purpose only. Govt circular shall be followed.)

Apart from the above, an additional monthly payment of 3200/- for Unskilled, 3700/- for Semi-Skilled worker, 4100/- for skilled worker & supervisor, 4300/- for highly skilled worker as applicable from time to time is to be ensured.

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- 9) *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.*
- 10) *The Contract 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.*
- 11) *A list containing the name of working persons' photo, address, age, designation, nature of work is to be furnished immediately on receipt of the contract/work order. This is required for our records and issuance of Identity Card for Gate entry.*
- 12) **The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS)/NEFT. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.**
- 13) *Minimum Bonus of 8.33% as applicable shall be paid to the contract employees as per the Payment of Bonus Act 1965.*
- 14) *The Contractor shall in respect of labor employed by him, comply with the following statutory provisions, rules & in regard to all matters provided therein.*
 - *The Workmen Compensation Act 1923,*
 - *The Payment of Wages Act 1936 and the related Tamil Nadu Rules,*
 - *The Industrial Disputes Act 1947,*
 - *The Factories Act 1948 and the related Tamil Nadu Rules,*
 - *The Minimum Wages Act 1948 and the related Tamil Nadu Rules,*
 - *Employee's Provident Funds & Miscellaneous Provisions Act 1952,*
 - *The Payment of Bonus Act 1965.*
 - *The Contract labor (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.*
 - *The Building and Other Construction Works (RE & CE) Act, 1996 and the related Tamil Nadu Rules.*

VI. TERMS & CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. *For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.*
2. *Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.*
3. *BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding ON-LINE-BIDDING through internet, at NO extra cost to the Bidders.*
4. *In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.*
5. *Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.*
6. *Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.*

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7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder.
15. In case of tie for H1 bid (Identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
16. Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for the participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "Process Compliance Form" (to the designated service provider) as well as "Online sealed bid" in the Reverse Auction. Non submission of "Process Compliance form" or "online sealed bid" by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specially agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelop sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this

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count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).” As a reminder to the bidders, system will flash following message (in RED color) during the course of “online sealed bid”.

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”.

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VII. GENERAL TERMS & CONDITIONS

01. 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 the Head of Dept. /Executing Dept., to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of Head of Unit/PPPU-THIRUMAYAM, 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 including Executive/CONTRACTS/PPPU 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.

02. HEADING TO THE CONTRACT CONDITIONS:

The heading to these conditions shall not affect the interpretations thereof.

03. WORK TO BE CARRIED OUT:

The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

04. ORDERS UNDER THE CONTRACT:

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the

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date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

05. DEVIATIONS:

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of HOD/Contracts Dept. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

06. ASSIGNMENT OF TRANSFER OF CONTRACT:

The Contractor shall not without the prior written approval of the 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 the BHEL to the assignment or transfer of such money is given.

07. SUB-CONTRACT:

The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

08. COMPLIANCE TO REGULATIONS AND BY-LAWS:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-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.

09. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

- (i) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- (ii) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- (iii) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- (iv) Invoices will be processed only upon completion of statutory requirement and further subject to following:
- (v) Vendor declaring such invoice in Form GST ANX-1
- (vi) Receipt of Goods or Services and Tax invoice by BHEL
- (vii) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- (viii) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

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- (ix) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- (x) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- (xi) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- (xii) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- (xiii) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. SECURITY DEPOSIT

Amount of 5% of the contract value (Excluding GST) shall be deposited before start of the Work as Security Deposit. Failure to remit the Security Deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate BHEL for any loss. EMD in such cases shall be forfeited.

The Security Deposit may be furnished in any one of the following forms:

1. Remittance through online SBI-State Bank Collect.
2. Pay Order, Demand Draft in favour of BHEL Trichy.
3. Local cheques of scheduled banks, subject to realization.
4. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
5. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL and with minimum validity covering the contract period + 2 months & maintenance period if any.
6. In order to ensure the genuineness of BG's, the BG's are to be sent directly by the concerned bank through registered post to CONTRACTS DEPT/PPPU, BHEL Trichy.
7. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back and with minimum validity covering the contract period & maintenance period if any.
8. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be paid before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.
9. For contract value less than Rs 20 lakh, work may be started after issue of LOI without remittance of SD. From the first bill, 50% of SD will be collected, and the balance will be recovered from the running bills at the minimum rate of 10% of gross SD.

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The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of the Contract or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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 realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

11. REFUND OF SECURITY DEPOSIT:

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "No Demand" certificate by the contractor as per the "Refund of Security Deposit" format.

12. CONTRACTOR'S SUPERVISION:

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HOD/Executing Dept., to act in his stead.*
- b) Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.*
- c) The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Executive/CONTRACTS or the OFFICER-INCHARGE, to receive instructions.*
- d) BHEL-PPPU, THIRUMAYAM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.*

13. LABOUR:

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

14. 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.

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the HOD/Executing Dept., 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

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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.

16. LAWS GOVERNING THE CONTRACT:

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

- (i) 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.
- (ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.

17. 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-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

18. 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.
OR
- Fails to carry out the work and unauthorized absence for more than 3 days.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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- 1) Whenever BHEL exercise the authority to cancel the contract under these 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 EXECUTIVE/CONTRACTS/PPPU 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 HOD/Contracts Dept. or his authorized representative, or the same shall be recovered from the Contractor by other means.
- 2) 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 HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

19. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/Executing Dept., or his authorised representative;
- fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- 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 HOD/Executing Dept., 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 HOD/Contracts Dept. or his authorized representative or the same shall be recovered from the Contractor by other means. In case the 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 the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HOD/Executing Dept. & Contracts Dept., whose decision shall be final and conclusive.

20. 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.

21. SPECIAL POWER TO TERMINATION:

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, the HOD/Contracts Dept. or his authorized representative, 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.

22. 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 he shall pay the claim on demand.

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23. 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. However, no such recovery shall be enforced after three years of passing the final bill.

24. PREFERENCE TO MAKE IN INDIA: For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after 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.

25. 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 therefore 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 the Executive/Contracts/PPPU subject to prompt notification by the contractor.

26. ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

- *The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.*
- *Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Pudukkottai.*
- *The cost of arbitration shall be borne as per the award of the Arbitrator.*
- *Subject to the arbitration in terms of Clause above, the Courts at Pudukkottai shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.*
- *Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.*

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India

Place
Date

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in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

27. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Pudukkottai, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 26.

28. 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 authorised 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 authorised 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 authorised to do so, shall accompany the contract.

29. 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. 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 unauthorized activity.

30. STATUTORY REQUIREMENTS:

- All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST / SGST / IGST / UTGST Act and all other applicable Acts shall be complied with by the Contractor.*
- Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.*
- Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.*
- Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.*
- Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.*

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31. REGISTERS & RECORDS:

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

32. REMOTE TRANSACTIONS:

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

33. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

34. FRAUD PREVENTION POLICY:

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

35. COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY :

- 1. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.*
- 2. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.*
- 3. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.*
- 4. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.*
- 5. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.*
- 6. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.*
- 7. Smoking is not allowed in work area.*
- 8. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.*
- 9. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.*

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36. SAFETY CONDITIONS: TAMIL NADU FACTORIES RULES, 1950

- 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-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.
- 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.

The following safety measures (whichever is applicable) should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly in trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personal protective equipment conform with standard specification as per the details given in the code of conduct.
23. Contractor including their sub-contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measures. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

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37. SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS: -

A) VEHICLE :

- 1) Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
- 2) The light on right side, i.e over the driver's cabin shall be in working condition.
- 3) Both the head lights as well as park lamps must be in working conditions.

B) MOVEMENT OF VEHICLE:

- 1) The vehicle should not travel at more than 20 kmph in our premises.
- 2) The Driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- 3) Vehicles carrying inflammable liquid in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid static electricity.
- 4) In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
- 5) The driving should "KEEP TO THE LEFT" at all places.
- 6) The vehicle should not be parked in road which could obstruct the vehicular traffic.
- 7) No person other than driver should be allowed to sit or stand on the prime mover or trailer.
- 8) The vehicle should pass only through the approved routes. Short cuts should be forbidden.
- 9) There must be a safe distance behind another moving truck.
- 10) The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

38. 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".

39. GENERAL:

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

40. NOTICE OF ACCIDENTS:

- 1) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
- 2) The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act)

41. GOVERNMENT LAW'S COVERING UNDER THIS CONTRACT:

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.

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42. THE CONTRACT LABOR (REGULATION & ABOLITION) ACT 1970 AND THE RELATED RULES:

- The minimum wages Act 1948 and the related rules
- The payment of wages Act 1936 and the related rules.
- The Factories Act 1948 and related Tamil Nadu Rules.
- The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- The Employees State Insurance Act 1948.
- Workmen Compensation Act 1923
- Payment of Bonus Act 1965
- Maternity Benefit Act, 1961
- Payment of Gratuity Act, 1972
- Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- Equal Remuneration Act, 1976
- Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- The Industrial Disputes Act 1947

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

43. Biometric Entry/Exit System for Contractor's Workmen:

1. *The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.*
2. *The Contractor initially will be issued with a temporary gang pass for his/ her employees for a period of ten days.*
3. *The contractor should arrange photo coverage for all his/her employees within the above stipulated time.*
4. *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.*
5. *Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.*
6. *The contractor should educate his employees in registering the attendance through the system.*
7. *Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.*
8. *On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees 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.*
9. *If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.*
10. *The Contractor is totally responsible for the biometric cards issued to his/ her employee.*
11. *The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.*

44. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below:

- a) *Victim: Any person who suffers permanent disablement or dies in an accident as defined below*
- b) *Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during manufacturing / operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation,*

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performance guarantee testing undertaken by the company or during any works / during working at BHEL Units / offices / townships and premises / Project Sites.

c) Compensation in respect of each of the victims:

i) *In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)*

ii) *In the event of other permanent disability: Rs. 7,00,000 (Rs. Seven Lakh)*

d) *Permanent Disablement: A disablement that is classified as a permanent total disablement under provision to Section 2(I) of the Employee's Compensation Act, 1923*

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CERTIFICATE OF COMPLIANCE

(To be submitted in bidder's letter head)

To

Senior Manager / Contracts
Power Plant Piping Unit,
BHEL - Thirumayam-622 507.

Sir,

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the above tender which consists of

1. Pre-Qualification criteria,
2. Scope of work,
3. Commercial Terms & Conditions,
4. Conditions Related to The Welfare of Labors
5. General Terms and Conditions.
6. Technical Bid
7. RTGS/NEFT Format
8. PRICE BID Format

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender.

Declaration:

- i. ***If the contract is awarded to us the prices shall be kept firm till the completion of contract.***
- ii. ***I/We (including all partners) certify that I/We have read the Terms and conditions and shall abide by them.***
- iii. ***I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.***
- iv. ***I/We certify that I/We will not get myself / ourselves registered as contractor(s) in BHEL under more than one name.***
- v. ***I/We declare that we don't have any deviations to the tender terms and conditions.***

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CERTIFICATE FORMAT FOR MSE VENDOR TO OBTAIN FROM CHARTERED ACCOUNTANT:

(To be submitted in Chartered Accountant letter head)

This is to certify that M/s. _____ (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) _____ dtd. _____, Category: _____ (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):

₹ _____ Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

₹ _____ Lacs

(Strike off whichever is not applicable)

The above investment of ₹ _____ Lacs is within permissible limit of ₹ _____ Lacs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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RTGS/NEFT FORM

To
THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

| | | |
|---------------------------------|---|--------------------------------|
| 01 | Name & Address of the Supplier / Sub-contractor | |
| 02 | VENDOR CODE assigned by BHEL | |
| <i>Details of Bank Account:</i> | | |
| 03 | NAME & ADDRESS OF THE BANK | |
| 04 | NAME OF THE BRANCH | |
| 05 | BRANCH CODE | |
| 06 | MICR CODE | |
| 07 | ACCOUNT NUMBER | |
| 08 | TYPE OF ACCOUNT | CURRENT A/C / OD / CASH CREDIT |
| 09 | BENEFICIARY'S NAME | |
| 10 | IFSC CODE OF THE BRANCH | |
| 11 | EMAIL ID | |
| 12 | TELEPHONE/MOBILE NO. | |

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and / or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **Original or scanned copy of cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:
DATE:

(Manager / Officer's)
Signature Under Bank stamp and Name Seal
with Membership No :
(Telephone / Mobile No)

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

Tender No: PPPU: WC:19:017

Tender Notice

Dt. 10.09.2019

GENERAL DETAILS:

(To be submitted in Bidder's letterhead)

| | | |
|----|--|--|
| 01 | <i>Name and full address of the Company / Firm</i> | |
| 02 | <i>Name of contact Person with Designation</i> | |
| 03 | <i>Contact Details:</i> | |
| | <i>Landline No.</i> | |
| | <i>Mobile No.</i> | |
| | <i>email ID:</i> | |
| 04 | <i>Local Office Address with Contact person, Phone No., Mobile No., email ID, Fax No. (If any)</i> | |
| 05 | <i>Vendor code allotted by BHEL if any</i> | |

- I. I/We are not convicted by court of law, suspended, blacklisted or banned by any State / Central Govt. & PSUs on any grounds as on date.**
- II. On award of contract, I/We accept that "I/We shall comply with all the statutory requirements of PF and ESI/GI Rules and Regulations for the workmen deputed for this work."**

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

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Power Plant Piping Unit, Thirumayam – 622 507, Tamil Nadu

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TECHNICAL BID

ANNEXURE-A

| ELIGIBILITY CRITERIA DETAILS: | | |
|--------------------------------------|---|---|
| Sl No | CRITERIA | BIDDER'S RESPONSE |
| 1. | EMD PAYMENT (Rs. 22,100/-) | FDR No / DD No / SBI Collect Ref no. _____ Date _____ Drawn from _____ (Bank) for Rs. _____ / only) |
| 2. | The contractor should have an Income Tax Registration (PAN). (Details of self- attested copy to be furnished) | PAN No. _____ (Proof to be attached) |
| 3. | Goods & Service Tax (GST) registration / Application Reference Number. (copy of registration details indicating GSTIN/ARN to be submitted along with offer. (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer). | Regn. No. – _____ (Proof to be attached) |
| 4. | Company Status (Proprietorship/ Partnership Firm/LLP/One-person Company/Private Limited Company/Public Limited Company/Trust/Society) (Proof to be attached) | Company status: (Proof to be attached) |
| 5. | <u>Ownership of the tractor and trailers</u> - Either in the name of contractor or leased. In case of lease, a notarized lease agreement deed for a value of Rs20/- (at least) between bidder and the vehicle owner should have been made and a copy of the same shall be attached along with the offer. The validity of the lease agreement shall cover the full contract period. | (Proof to be Attached In case of Lease) |
| 6. | <u>Experience requirement</u> - The vendor shall have the experience in any one of the following field for a period of at least 1 year within the last 7 years ending 31.08.2019 as following: i)3 similar works of value not less than 4.41 lakhs each Or ii)2 similar works of value not less than 5.51 lakhs each Or iii)1 similar work of value not less than 8.83 lakhs Similar work means as follows: a)Operation/Maintenance/supply of commercial vehicle/Material handling equipment/Heavy vehicle/Goods transport vehicle etc for a period of not less than 12 months within the last 7 years. Proof of Work Order / Purchase Order may be attached for BHEL Experience. Proof of experience i.e., Agreement copy / Work Order / | (Proof to be attached) |

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



Bharat Heavy Electricals Limited

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| | | |
|-----|--|--|
| | Purchase Order, and Work completion certificate, from any organization other than BHEL to be supported by TDS (Tax Deducted at Source) certificate issued by the organizations OR Form 26 AS or bank statement for transaction of payment. | |
| 7. | Financial turn-over - Average Annual financial turnover during any 3 consecutive years in last 5 years ending FY 2017-18 (FY 13-14 to FY 17-18 i.e., AY 14-15 to 18-19) or ending with FY 2018-19 (FY14-15 to FY 18-19, i.e., AY 15-16 to AY 19-20) should be at least Rs. 2 Lakhs / (P&L account, balance sheet certified by the Chartered Accountant with CA membership number and relevant self-attested income tax return to be attached. | (Proof to be attached) |
| 8. | Statutory and other norms: The RC, FC and Insurance copy of the vehicle shall be submitted along with the offer. | (Proof to be attached) |
| 9. | Duly signed certificate of compliance in bidder's letter head shall be attached. | (Proof to be attached) |
| 10. | On award of contract, the successful bidder shall comply with all the statutory requirements of PF and ESI rules & regulations for their workmen deputed for this work. | (To be accepted as in "General Details" which is to be submitted in bidder's letterhead) |
| 11. | Applicable GST Rate | _____ % |

OTHER INFORMATION / DETAILS:

| Sl No | CRITERIA | BIDDER's RESPONSE |
|-------|--|--|
| 1) | Convicted by court of law, banned, blacklisted, suspended by any State / Central Govt. & PSUs on any grounds as on date. | (To be declared as in "General Details" which is to be submitted in bidder's letterhead) |
| 2) | Willingness to participate in Reverse Auction(RA) | Accepted / Not accepted |
| 3) | MSE Vendor status obtained | Yes / No (If Yes, copies of NSIC/EM II/Udyog Aadhar Memorandum notarized or attested by a Gazette officer to be submitted. In case UA Memorandum the same shall be supported with CA Certificate dated within ONE year) |

NOTE: All supporting documents pertaining to the above Criteria (Balance sheets, P&L account statements, Pan Card, GST Certificate, ITRs, Experience certificate photocopies, Form 26 AS, Copies of UAM / NSIC / EM II) are to be self - attested & stamped in each page by the bidder for further evaluation.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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PRICE BID FORMAT

ANNEXURE - B

| SL.NO | SER. DESCRIPTION | UOM | UNIT RATE (PER DAY) (IN RS) (EXCLUDING GST) (A) | QUANTITY DURING THE CONTRACT PERIOD (B) | TOTAL VALUE (IN RS) (EXCLUDING GST) (C) = (A)X(B) |
|-------|--------------------------------------|-------------|---|--|---|
| 1 | Hiring of 1 Tractor and 2 Trailor | D (Days) | Rs. _____/- (in figure) Rupees _____ _____ only(in words) | 500 (FIVE HUNDRED ONLY) | Rs. _____/- (in figure) Rupees _____ _____ only(in words) |

NOTE:

01. Amount should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor.
 - (i) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
02. The amount should be quoted **excluding GST**, but inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
03. Quotation should be valid for a period of **120** days from the date of Tender opening.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)



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04. *In Price bid opening, L1 will be decided based on the minimum of "Landed Cost" to BHEL, [i.e. Grand Total Value quoted and applicable GST amount] on single vendor basis. if there is a tie in quoted L1 amount (Landed Cost), revised reduced price will be obtained from the L1 vendors. Even after receipt of revised price, if tie still persists, then ranking will be decided based on Lot system.*
05. *The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.*
06. *The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied and **excluding GST** etc. has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rates.*
07. *No other pre conditions along with your offer will be entertained by BHEL.*
08. *The bidder shall quote only the lowest possible unit rate that can be offered for the intended quantity.*
09. *The contractor while quoting shall take care of units specified against item in bill of quantities.*

NOTE: Estimated qty indicated above will be used for arriving at total cost for evaluation of tender but should not be taken as firm commitment.

Place
Date

Signature of the Bidder
(NAME & ADDRESS WITH SEAL)