



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT Tiruchirappalli – 620 014 WORKS CONTRACTS MANAGEMENT Phone : 0431 – 257 5887, 1516, 7042 E-mail: sanjaymeena@bheltry.co.in mpchaudhary@bheltry.co.in, evenkat@bheltry.co.in Website : www.bhel.com</p>	<p align="center">AN ISO 9001 COMPANY</p>
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NOTICE INVITING TENDER

Dear Sirs,

Subject: **Three Part Tender inviting Pre-qualification, Techno-commercial and Price Bids** for AMC for PEST control service in 78 Bldg., BHEL-Trichy.

Please submit your competitive offer for the above subject work as per the conditions given in the WORK/ RATE SCHEDULE and Tender Conditions enclosed along with the tender.

1.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-II bid .
2.	Location of work	78 Bldg., ICT Dept.,/ HPBP/ BHEL, Trichy.
3.	Period of contract	Two years from date of award of work.
4.	Last date/ time for receipt of tender	10.00 AM on dt. 04.07.2017
5.	Date/ time of opening of pre-qualification (Part-I) and Techno-commercial (Part-II) bids	10.30 AM on dt. 04.07.2017
6.	Tender will be opened at	WCM Dept., 1 st Floor, 53 Bldg. HPBP, Trichy-14.
7.	Date of price bid opening	The Date/ Time of Price Bid Opening will be intimated to the Techno-Commercial Qualified Tenderer separately.
8.	Total EMD amount	₹ 3,840/- (Three thousand eight hundred and forty rupees) in favour of BHEL, Trichy-14 payable at Trichy.

Place:

Date:

Signature of Authorized Signatory
with seal & full address

I. SPECIAL INSTRUCTIONS:

1. This Tender is subject to:
 - **Pre-qualification (Part-I):** As per tender conditions Part-I.
 - **Techno-Commercial Bid (Part-II)**
 - (i) Techno-Commercial Bid.
 - a. General Details
 - b. Qualifying Criteria for the contract.
 - c. Scope of Work and Technical Terms & Conditions - Qualifying Criteria.
 - (ii) Special Conditions for contract finalization.
 - (iii) General Terms & Conditions for contract execution.
 - **Price Bid (Part-III)**
 - **Annexures (I, II, III and IV)**
2. EMD should be submitted in a separate cover duly superscripting as “**EMD / PRE-QUALIFICATION BID / PART-I**”. EMD cover should contain either the DD/BC or online payment receipt or NSIC/ MSE/ SSI certificate (as per guideline issued by govt.). The authenticity of the NSIC/ MSE/ SSI certificate will be checked immediately and their Techno-commercial bid shall be opened only, if the NSIC/ MSE/ SSI certificate is valid.
3. Techno-Commercial bid along all Terms & Conditions shall be duly signed and stamped in all pages and placed in a cover duly superscripting as “**TECHNO-COMMERCIAL BID / PART-II**”. Bids submitted with Incomplete and incorrect techno-commercial details will be liable for rejection.
4. Tenderer should furnish the rate in the enclosed price bid/ Part-III format and shall be duly signed and sealed in all pages and placed in a separate cover duly superscripting as “**PRICE BID/PART-III**”.
5. **There will be 3 Separate covers. First cover for Pre-qualification bid (EMD / PART-I), Second cover for Techno-commercial Bid (PART-II) and third cover for Price Bid (PART-III).**
6. All the above 3 covers shall be placed in a common sealed cover and submitted before the said due date & time as given above superscripting the **tender no. & date and due date**.
7. At the time of opening of Pre-Qualification/ Techno-commercial/ Price Bid, the representatives should produce the authorization obtained from the authorized signatory (Performa attached as Annexure-IV) of the tenderer specifying the purpose.
8. **Any deviation to this tender terms & condition and schedules of this tender will leads to total rejection of the offer submitted.**
9. BELATED and incomplete bids will become **liable for rejection**.

II. IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

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



2. Should a tenderer find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
3. 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.
4. All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
5. Quotation should be valid for a period of four months from the date of Techno-commercial bid opening.
6. Rates should be quoted as per the Work / Rate schedule (Price bid/Part –III). Rates quoted in any other form will not be accepted and will be rejected.
7. Unit rates should be quoted in figures as well as in words for all the items shown in price bid. Wherever there is a difference in the two, the rates in words will be taken as final.
8. The tender must be signed separately and legibly by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
9. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
10. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
11. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
12. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's **relative is employed in BHEL**, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
13. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
14. Tenderers shall sign each and every page of tender documents and affix seal for having accepted the conditions.
15. **Late (offers received after the specified time of their submission are treated as Late tenders) and Delayed Tenders will be summarily rejected.**

Place:

Date:

Signature of Authorized Signatory
with seal & full address

16. Tender can be cancelled at any stage due to unavoidable circumstances.

17. Annexures relevant to tender attached.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

For Bharat Heavy Electricals Ltd.

Sanjay Meena
Engineer/ WCM Department
1st Floor, 53 Building
BHEL, Trichy-14
TAMILNADU

Note: Tender shall be addressed to the above address. It may be noted that the Works Contracts department is at a walking distance from Building 53 Entry gate. The time of submission of bids needs to be planned accordingly.



PART - I
“PRE-QUALIFICATION”
“EMD Amount”

EMD should be submitted in a separate cover duly superscripting as “EMD / PART-I”.

Sl. No.	EMD DETAILS	PAYMENT DETAILS
1.	<p>EMD Amount: ₹ 3,840/-</p> <ul style="list-style-type: none">➤ Offer without EMD will be summarily rejected.➤ EMD will be waived off for NSIC/ MSE/ SSI (as per guideline issued by govt.) vendors upon verification. <p>(Self-attested copy of valid Certificate to be enclosed)</p>	<p>Amount:</p> <p>DD/ BC No. :</p> <p>Date:</p> <p>Bank & Branch:</p> <p style="text-align: center;">OR</p> <p>Online payment receipt No.:</p>

MODES OF DEPOSIT OF EMD AMOUNT:

The EMD may be accepted only in the following forms:

- I. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- II. Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (**Annexure – III**) for vendors reference.
- III. Banker’s cheque/ Pay order/ Demand draft, **in favour of BHEL, Trichy-14 payable at Trichy** (along with offer)

NOTE:

- EMD in any other form and **tender without EMD will be summarily rejected.**
- EMD will be waived off for NSIC/ MSE/ SSI (as per guideline issued by govt.) vendors upon verification.
- The authenticity of the NSIC/ MSE/ SSI certificate will be checked immediately and their Techno-commercial bid shall be opened only, if the NSIC/ MSE/ SSI certificate is valid.
- One time EMD will not be acceptable as per BHEL revised policy.

Place:

Date:

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PROVISION FOR MSE SUPPLIERS:

*“MSE supplier can avail the intended benefits only if they submit along with the offer, self-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 EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure – II** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of three part bid). Non submission of such documents will lead to consideration of their bid 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. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be self-attested.”*

FORFEITURE OF EMD:

EMD by the Tenderer will be forfeited as per Tender Documents if:

- I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/WO/Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.

- EMD given by all unsuccessful tenderers shall be refunded after of award of work.
- EMD shall not carry any interest.
- EMD of successful tenderer will be retained as part of Security Deposit.



PART - II
“TECHNO-COMMERCIAL BID”

A. GENERAL DETAILS:

Sl. No.	DESCRIPTION DETAILS	DETAILS
1	Name of Company/ Firm/ Agency/ Vendor	
2	BHEL Vendor Code (If any)	
3	Type of Company/ Firm/ Agency/ Vendor Individual/ Private/ Partnership/ Public/ Limited company/ others (If others pls specify) (Details to be enclosed)	
4	Office Address	
5	Name of person for communication related to Tender	
6	Phone/ Mobile No.	
7	E-mail Address	
8	Service Tax Registration (Copy of Service Tax Registration to be attached)	<input type="checkbox"/> Registered and Enclosed <input type="checkbox"/> Not Registered
9	% of Service Tax applicable to the vendor for this work	_____ %
10	PF Registration (Self-attested copy of PF Registration to be attached)	<input type="checkbox"/> Registered and Enclosed <input type="checkbox"/> Not Registered
11	ESI Registration (Self-attested copy of ESI Registration to be attached)	<input type="checkbox"/> Registered and Enclosed <input type="checkbox"/> Not Registered
12	GST Registration No. (Self-attested copy to be attached)	<input type="checkbox"/> Registered and Enclosed <input type="checkbox"/> Not Registered
13	Application reference no. (ARN)	

Place:

Date:

Signature of Authorized Signatory
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Note:-

- I. If Company/ Firm/ Agency/ Vendor is not registered with Service Tax, PF and ESI (as applicable) they will have to comply with the statutory requirements within 30 days **from award of contract** otherwise their bills will not be processed.
- II. The contractor shall have separate PF and ESI code, we need not allow the contractor to remit the PF and ESI of his employees through codes of others.
- III. If Company / Firm is not registered under Service Tax, they have to submit self-declaration that their income is within the threshold value of Service Tax. (As per Annexure - I)
- IV. Apart from furnishing the above details, self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- V. Self-attested copy of remittance of PF, ESI and Service Tax has to be enclosed with each month bill.
- VI. **CLARIFICATION REGARDING GST:** In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

PART - II
“TECHNO-COMMERCIAL BID”

B. QUALIFYING CRITERIA FOR THE CONTRACT:

Sl. No.	CATEGORY DETAILS	DETAILS (tick <input checked="" type="checkbox"/> wherever required)	
1.	<p>PROOF OF EXPERIENCE: The Contractor shall have experience of execution of similar scope of work (Maintenance work for PEST Control) of minimum two years in any Central/ State Govt. / PSU Company/ Private Organization.</p> <p>Award of Work or Contract/ Satisfactory performances of works/ Work or Contract or Service completion certificate copy for work related to scope of work issued by any Central/ State Govt./ PSU company/ Private Organization.</p> <ul style="list-style-type: none"> ➤ Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment. ➤ (Self-attested copy of valid proof of experience to be enclosed) <p>(Self-attested copy of valid proof of experience to be enclosed)</p>	<p>(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed</p>	
2.	<p><u>FINANCIAL STENDING:</u> Documents for Financial standing of the Firm (in any of the following manner given below) for any of the three consecutive years out of four years i.e. 2013-14, 2014-15, 2015-16 & 2016-17 (Assessment Year 2014-15, 2015-16, 2016-17 & 2017-18)</p> <ul style="list-style-type: none"> ➤ Self-attested copy of Income Tax submission Acknowledgment <p align="center">OR</p> <ul style="list-style-type: none"> ➤ Self-attested copy of Audited Profit & Loss account and Balance Sheet indicating CA membership number. 	Assessment Year	Tick
		2014-15	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
		2015-16	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
		2016-17	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed
		2017-18	(<input type="checkbox"/>) Enclosed (<input type="checkbox"/>) Not Enclosed

Place:

Date:

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3.	<p>Income Tax PAN Card Number</p> <ul style="list-style-type: none"> ➤ Proprietorship - PAN card on owner Name ➤ For others - PAN card in the name of Company / Firm / Business <p>(Self-attested copy of PAN card to be enclosed)</p>	<p>() Enclosed () Not Enclosed</p>
4.	<p>Acceptance to</p> <ol style="list-style-type: none"> 1. Scope of Work and Technical Term & Conditions. (PART-II), 2. Special Conditions for contract finalization. (PART-II) & 3. General Terms & Conditions for contract execution. (PART-II) 	<p>() Accepted () Not Accepted</p>
5.	<p>Payment Conditions</p>	<p>Total contract period shall be divided into Eight Quarters and payment will be made at the end of each quarter on submission of invoice in triplicate certified by the executive In charge.</p>

Note:

- I. Apart from furnishing the above details, self-attested copies of relevant documents / certificates must be enclosed with the Technical Bid.
- II. At any stage, BHEL may ask for original documents and contractor has to submit the same.
- III. If at any stage, the document(s) submitted by Contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against contractor.

PART - II
“TECHNO-COMMERCIAL BID”

C. SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS - QUALIFYING CRITERIA:

1. BILL OF QUANTITY: The indicative total tender quantity is mention below.

Sl. No.	DESCRIPTION OF WORK	QUANTITY (Approx.)
1	AMC for PEST CONTROL SERVICE. Eight quarterly visits during the period of the contract (Two Years).	Total 8 visit in two years.

2. SCOPE OF WORK: The vendor scope of work comprises the following:

- I. **Description of pest control service in 78 building.** Many occasion there is a possibility of disturb IT services from DATA centre provided to end users by rodents which damaged internal communication cables, power cables, fibre cables of main DATA centre. In order to prevent such occurrences, it is essential to deploy rodent control provisions to be placed in the rear wing of ICT building.
- II. **Treatment against rats, mice and bandicoots.** For the control of rodents, required to use the anticoagulant rodenticides, which is safe to be used in human habitation. The anticoagulant Bromodiolone should not have pre-baiting, secondary poisoning and bait shyness. Product required should be in the form of weatherproof wax blocks, highly attractive and palatable to rodents.
- III. **Mode of Treatment taken care to be taken by vendor.** The treatment should commence with strategic placement of baits in the bait stations (Approx. 40Nos in the area of the 52x42.75sq.m) to bring the infestation under control. Also the rodent burrows within BHEL compound area should be baited.
Total number of bait stations to be placed: Appx. 40 Nos in the rear wing area. Subsequently, fortnightly visits shall be done to continue the baiting and to keep a constant vigil on rodent population. Frequency of Visits:-Fortnightly visits (Monthly - Two Visits, Yearly-24 Visits) and on call visits in case of any incidents noted.
- IV. **TOTAL AREA TO BE COVERED:**
Total area including compound: 92x105Sq.M.
Total building area: 52x65 Sq.M (Located in center-20M Lawn in all sides.)
Front wing (Annex.) : 52x22.25Sq.M
Rear wing (TATA centre) : 52x42.75Sq.M
Lawn area covered with Korean grass and trees protected with 5M height compound wall with entry holes for fibre and power cables and 2 Big Gates in Eastern and Western sides.
Area to be protected for rat: Rear wing (52x42.75Sq.M)

Place:

Date:

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Rear wing comprises of main DATA centre, UPS, Power DB's, Diesel Generator rooms, Computer Hardware stores and Office areas.

The entire rear wing is having false ceiling with central AC ducts.

The main DATA centre is with 45c.m depth false floor covering 30x20Sq.m and false ceiling with AC ducts.

The Data centre is connected with UPS, Power DB's, Diesel Generator room with big cable trenches for power and network cables.

Total No. of 40 bait stations to be placed in rear wing with more concentrated in the Data centre area.

- V. No hazardous chemical compound or fumes which is harmful to human should be employed.
- VI. Periodical visit should be ensured in order to avoid rats trapped in traps are left to decay.
- VII. Emergency calls should be attended at free of cost whenever calls from office of 78 Building is made when bad or stinking odour is smelt.
- VIII. Upon release of the Work Order the performance of the contract will be reviewed after six months. In case, if it is established, that the effectiveness of the rodenticide is not satisfactory, then BHEL shall proceed to short close the Work Order prematurely after making payment upto that period. BHEL's decision shall be final and binding in this regard.
- IX. For regular visits or on call visits transportation shall be arranged by contractor himself.



II. SPECIAL CONDITIONS FOR CONTRACT FINALIZATION

A. SPECIAL CONDITIONS FOR CONTRACT:

1. Duration of contract will be two years from the date of award of work.
2. Area of work: 78 Bldg., ICT Dept., BHEL, Trichy.
3. The quoted Rate is on Per quarterly basis.
4. **EARNEST MONEY DEPOSIT (EMD):** EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I).

B. IMPORTANT TERMS FOR PRICE BID & RATE BASIS:

1. Price Bid is to be submitted in a separate envelope. Contractors should fill the rate, sealed and placed in a Cover separately by super scribing as PART-III/PRICE BID, Name of work, Tender reference no due date on the Cover.
2. Duration of Contract will be **two years from** the date of award of work.
3. The period of the contract can be extended if required by BHEL and agreed by contractor.
4. The rate quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
5. Quotation should be valid for a period of four months from the date of Tender opening.
6. **Tenderer should quote rate per unit rate.**
7. The quoted rate should be excluding Service Tax and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. Service Tax will be paid extra on submission of documentary evidence.
8. As per BHEL Circular, Contractor will have to make an additional wages to the contract workmen as given below, over and above the minimum wages prescribed by the Government of Tamilnadu from time to time.

Unskilled	: ₹ 3,200/- per month
Semiskilled	: ₹ 3,700/- per month
Skilled	: ₹ 4,100/- per month
9. The Contractor will have cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage + Additional Wage).
10. For absentee of any of the crew member, deduction from the bills will be made on pro-rata basis based on the current minimum wage + BHEL additional payment.

Place:

Date:

Signature of Authorized Signatory
with seal & full address

11. The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
12. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
13. New vendors responding against BHEL website/ NIC/ CPPP/ Press advertisement, may visit the area of work, if they want to get to know the scope/ work details and also area of work, prior to quoting.
14. Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").
15. In case of more than one L1 bidders (quotes the same L1 rate), BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. If L1 could not be decided by this process, ranking will be decided by draw of lot in the presence of all such L1 bidders.
16. Tender can be cancelled at any stage due to unavoidable circumstances.

17. Rate Finalization:

- I. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- II. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
- III. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this Tender.



III. GENERAL TERMS & CONDITIONS FOR CONTRACT EXECUTION

A. GENERAL TERMS & CONDITIONS FOR THE CONTRACTS:

1. **DEFINITION** : In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:
 - I. 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.
 - II. 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-Incharge 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.
 - III. 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.
 - IV. "The **Officer-In charge**" means, the Officer deputed by the AGM / WCM, to supervise the work or part of the work.
 - V. "**Approved**" and "**Directed**" means, the approval or direction of AGM / WCM, or person deputed by him for the particular purposes.
 - VI. "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 AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
 - VII. 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.
 - VIII. A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
 - IX. A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
 - X. 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 recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

Place:

Date:

Signature of Authorized Signatory

with seal & full address

2. **HEADING TO THE CONTRACT CONDITIONS:** The heading to these conditions shall not affect the interpretations thereof.
3. **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.
4. **DEVIATIONS:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. **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.
6. **SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
7. **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.
8. **SECURITY DEPOSIT (SD):**

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

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

Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

MODES OF DEPOSIT:

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

- I. Cash (as permissible under the extant Income Tax Act)
- II. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (Online Payment procedure for EMD and SD amount attached **(Annexure – III)** for vendors reference)
- III. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- IV. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- V. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)



(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

COLLECTION OF SECURITY:

- **The Security Deposit must be deposit before start of the Work.**
- At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- The Security Deposit shall not carry any interest.

NOTE: After issue of LOI / Work Order, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action as per suspension of business dealing guidelines of BHEL will be taken.

9. SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- I. Deviation from the items provided in the contract documents.
- II. Extra items / new items of work.
- III. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.
- IV. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.

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

- I. Copy of PAN card.
- II. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.

Place:

Date:

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with seal & full address

- III. Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- IV. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- V. Any other relevant document which is required from time to time as per BHEL requirement.

10. PAYMENT OF BILLS: All payments to be made to the Contractor, under this contract shall be through Electronic Fund Transfer within a reasonable time after the certification of bills by the end user / executing agency.

- I. Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area **Engineer in charge**.
- II. Payment shall be made against Certification by respective area **Engineer in charge**.
- III. Statutory deduction like IT etc. will be deducted from Contractor payment as required by Law.

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 format provide by BHEL.

12. EXTENTION OF CONTRACT: One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

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

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

15. INCOME TAX:

- I. Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- II. Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
- III. TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

16. SERVICE TAX:

- I. Wherever service tax is liable to be paid by the contractor, the contractor shall register himself under the Service Tax Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
- II. After registration, the payment of Service Tax shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The Service Tax Return also shall be submitted to the Government before the due date.



- III. The invoice/bill in original duly signed by the contractor claiming the payment for Service Tax shall clearly indicate the following:
 - Continuous Serial no. & date of the bill
 - Cost of the service
 - Separately showing the Service Tax amount calculated at the applicable rate
 - PAN based Service Tax Registration No.
- IV. The Service Tax claimed in the bill will be paid to the contractor based on the proof of payment of service tax to the Central Government for the previous month/quarter as the case may be.

17. CENVAT: Wherever the contractor claims payment for the supply of materials used in the service. "Duplicate for Transporter" copy in original clearly depicting the Cenvat paid apart from the original invoice is required to be submitted to BHEL for the purpose of availing the Cenvat Credit.

18. VALUE ADDED TAX (VAT):- Wherever the service includes the supply of materials and claim is made for the payment of VAT, the original invoice duly signed by the contractor clearly indicating the cost of materials, rate of VAT, VAT amount, TIN no. is to be submitted for payment and availing the VAT credit.

19. 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 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.

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

20. CONTRACTOR'S SUPERVISION:

- I. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- II. 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.
- III. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive/WCM or OFFICER-INCHARGE, to receive instructions.
- IV. The respective area HOD 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.

21. LABOUR:

Place:

Date:

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- I. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- II. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.
- III. Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- IV. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
- V. As per BHEL circular Contractor will have to make an additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labours as:
 - (a) Unskilled : ₹ 3200/-
 - (b) Semi-skilled : ₹ 3700/-
 - (c) Skilled : ₹ 4100/-
- VI. The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through banking channel, the relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month.

22. 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.

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

24. 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.

25. 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 extend 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

- To 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.

26. 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,

- I. 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.

- II. Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) 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 the respective area **HOD** or the same shall be recovered from the Contractor by other means.

- III. 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

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superintendence and establishment charges as may be decided by the the respective area HOD whose decision shall be final and conclusive.

- IV. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

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

If the Contractor:

- I. makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM / WCM., or his authorised representative ;
- II. fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by AGM / WCM., 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 SR.MANAGER/WCM 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 AGM / WCM., whose decision shall be final and conclusive.

28. 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.

29. 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 AGM / WCM., 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.

30. FORCE MEJEURE CLAUSE: If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be



granted for periods considered reasonable by the Manager/WCM subject to prompt notification by the contractor.

31. ARBITRATION: Any dispute arising out of this Contract shall be referred to the Executive Director, Bharat Heavy Electricals Limited, Tiruchirapally-620014 or his authorised Representative for sole arbitration and his decision shall be final and binding on both the parties.

32. JURISDICTION: In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 31.

33. 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.

34. RISK PURCHASE:

- I. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- II. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

35. LIQUIDATED DAMAGES (LD)/PENALTY:

- I. If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,
- II. LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- III. In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

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

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

Place:

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37. 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".

38. SECRACY OF CONFIDENTIAL INFORMATION: The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

39. STATUTORY REQUIREMENTS:

- I. 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 (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- II. 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.
- III. 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.
- IV. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- V. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

40. 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.

41. MOTOR VEHICLE ACT: The transporter shall carry the weight of the consignment to the rater capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

42. 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.

43. 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 has the right for suspending or terminating the contract.

44. LIEN OF CONSIGNMENTS: The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

45. RIGHTS:

- I. BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- II. In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract
- III. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
- IV. The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or

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any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.

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

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

B. TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

1. The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
2. The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
 - (b) The minimum wages Act 1948 and the related rules
 - (c) The payment of wages Act 1936 and the related rules.
 - (d) The Factories Act 1948 and related Tamil Nadu Rules.
 - (e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) Workmen Compensation Act 1923
 - (h) Payment of Bonus Act 1965
 - (i) Maternity Benefit Act, 1961
 - (j) Payment of Gratuity Act, 1972
 - (k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
 - (l) Equal Remuneration Act, 1976
 - (m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
 - (n) 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.

03. REGISTRATIONS AND LICENCING:

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

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

04. The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed

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by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

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

06. WAGES:

The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through banking channel, the relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month.

The contractor shall have separate PF and ESI code, we need not allow the contractor to remit the PF and ESI of his employees through codes of others.

The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamilnadu Government from time to time plus additional wages prescribed by BHEL.

The Contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL Management.

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

The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:-

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

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

07. REGISTERS AND RECORDS:

The contractor shall maintain necessary documents/ Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.

All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

08. WORKING CONDITIONS:

- (a) The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.



- (b) The contractor shall ensure that his workmen vacate the premises after shift is over.
- (c) The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.
- (d) BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

09. NOTICES OF ACCIDENTS:

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

The contractor shall get the contract 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 contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

10. COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:

- (a) The contractor shall ensure that all his workmen are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.
- (b) The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- (c) The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.
- (d) The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
- (e) Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contactor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- (f) In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.

Place:

Date:

Signature of Authorized Signatory
with seal & full address

- (g) The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- (h) Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

11. BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN:

- (a) The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- (b) The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- (c) The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- (d) The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- (e) The contractor should educate the contract workmen in registering the attendance through the system.
- (f) Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- (g) If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- (h) On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
- (i) If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs.100/-.
- (j) The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- (k) The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

12. 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.

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

- (a) All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- (b) 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.



- (c) Contractor 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.
- (d) Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- (e) 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.
- (f) Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- (g) 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.
- (h) Smoking is not allowed in work area.
- (i) BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- (j) It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- (k) 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.

14. The General Term & Conditions of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:

- (a) The Contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- (b) Contractor shall supervise the work carried out by his/her employees.
- (c) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- (d) Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
- (e) Contractor will be responsible for the good conduct of his/her employees. In case any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- (f) Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.

Place:

Date:

Signature of Authorized Signatory

with seal & full address

- (g) Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.
- (h) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- (i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- (j) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
- (k) The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- (l) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- (m) Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfillment of the Statutory Obligation by the Contractor.
- (n) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- (o) The Contractor has to equip himself with standard wire ropes, nylon ropes, belt, lifting tackles, tools etc. In addition, BHEL will supply special type of wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required if necessary.
- (p) The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- (q) Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- (r) The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- (s) WCM will be arranging the contract. User Department is to be approached by the contractor regarding execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

15. DISCREPANCY IN WORDS & FIGURES· QUOTED IN PRICE BID:

- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the



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

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- (d) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

16. Declaration by the Contractor:

- (a) I provide details of contractor's group concerns or affiliates etc., who are also engaged in transportation business.
- (b) I provide details / particulars of partners / Proprietors / Directors of bidders / such group concerns or affiliates etc. including details of DIN no. (in case of directors) and PAN no. (in case of partners / proprietors) duly supported by self-attested copies of relevant documents.
- (c) I confirm that none of its group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- (d) I confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if,

BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent

OR

Any document submitted by the bidder was fake and forged

OR

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

Place:

Date:

Signature of Authorized Signatory
with seal & full address

(Company/Firm letter head)

Declaration Regarding Service Tax Exemption

Date:

Ref:

Tender/ Enquiry No. and date:-

Tender/ Enquiry due on date:-

To,

(Contract awarding dept.)

BHEL,

Trichy - 14

Madam/Sir,

Our aggregate value of Taxable Service is not exceeding **ten lakh Rupees** in any financial year. So Service Tax is exempt as per Service tax notification **33 / 2012 dated 20th June 2012**. In case our taxable service value exceeds **₹ 10 Lakh** at any point of time, we will register with Service tax authorities and submit the Service Tax Registration copy **(ST-2)**. While claiming Service tax amount in the invoice, we will provide the **Challan copy** for proof of Service Tax payment.

Thank You.

Yours faithfully,

For _____ Limited

(Name and Designation with Seal)



Annexure - II

Certificate by Chartered Accountant on 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€ dated October 5, 2006 :
Rs.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 MSMED Act, 2006 :
Rs.Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs. 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€ 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 Authorized Signatory
with seal & full address

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect.

Vendors (EMD and SD Payments payable by others) can utilise this facility.

Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.

SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY " .
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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



PROFORMA (SAMPLE)

(ON BIDDER'S LETTER HEAD)

Ref.:

Date

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

Ref. Tender No. & date

We, M/s. (Name of the Tenderer) hereby
authorizing (Name of the representative)
to participate in the Tender opening of BHEL, Trichy for
..... (Name of work).

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Place:

Date:

Signature of Authorized Signatory
with seal & full address