

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT
NOTICE INVITING TENDER

1.	Tender Ref No:	9472100017/ 11.01.2021
2.	Name of works	SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL- TRICHY FOR 2021-23
3.	Location of work	BHEL TRICHY.
4.	Period of contract	Twenty-Four months from the date of award of contract.
5.	Earnest Money Deposit	NIL
6.	Tender Document details	<p><u>A] Part-I Technical Bid</u> <u>Pages</u></p> <p>ANNEX-1A (Technical Bid-Qualifying Criteria) 02</p> <p>ANNEX -1B (Scope of Work & Technical Terms and Conditions) 03</p> <p>ANNEX -1C (General Terms & Conditions of Contract) 11</p> <p>ANNEX -1D (Special Terms & Conditions of Contract) 02</p> <p>ANNEX -A (No deviation certificate) 01</p> <p>ANNEX –B (Tender Opening authorization letter) 01</p> <p>ANNEX - C (EFT Format) 01</p> <p><u>B] Part- II Price Bid</u> <u>Pages</u></p> <p>ANNEX –II (Price bid) 02</p>
7.	Place of Submission of Tender Document.	Tender Drop Box at Tender Cell Works Contracts Management (WCM) Tender Box Building 24, Ground Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014
8.	Contact person from BHEL Trichy	Sathese M, Dy.Manager/ WCM; 0431 257 5438; e-mail: msathese@bhel.in Balamurugan M, Manager/ WCM; 0431 257 6757; e-mail: mbn@bhel.in
9.	Last Date for Receipt of Tender	06.03.2021 / 14:00 Hrs.
10.	Date of Techno Commercial Bid Opening	06.03.2021 / 14:30 Hrs.
11.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

INSTRUCTIONS TO THE TENDERERS

The Tender should be addressed to DM/WCM, Works Contracts Management, Third Floor, 24 Building, BHEL, Tiruchirappalli 620 014, to reach on or before due date and time as mentioned above or the same may be dropped in the Tender Box which is kept in the Tender Cell, 24 Building, Ground Floor, BHEL, Tiruchirappalli 620 014.

BHEL shall not responsible for any delay in submission of tender by post.

Bidder has to submit (1) Part-I (Techno-Commercial bid) & (2) Part-II (Price bid)

1. **The first envelope** shall contain Part-I (Technical bid documents) and shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

2. **The second envelope** shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above two envelopes shall be kept into one cover, sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

The Tender (envelope containing Part I & II) should reach this office on or before the due date and time. Tenders received after due date and time will not be considered for evaluation.

Note:

1. The contract will be awarded for a period of **Twenty-Four Months** from the date of award of contract.
2. The quoted rate shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
6. Mode of receipt of offer shall be by registered post/ by hand /e-mail /speed post / courier etc.,
7. **BHEL does not guarantee any minimum quantity.**
8. No other pre conditions along with your offer will be entertained by BHEL
9. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
10. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

- (a) 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)
- (b) 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**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work, if they want,

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

to get to know the scope / work details and also area of work, prior to quoting.

- (d) 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.
- (e) Bidder has to quote as per the Work / Rate schedule. Price bid quoting in any other form will not be accepted and will be rejected.
- (f) Bidder has to quote in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) 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 self-attested must be accompanied the proprietor or partner.
- (h) 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.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) 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.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its Directors / Managing partner's / Managing director and there elative 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.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

NOTE

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.

PART-I (TECHNO COMMERCIAL BID)

A: Contractor Profile

1.	Name of the Agency /Company /vendor.	
2.	Status of the Company / Firm	() Public Limited; () Private Limited () Partnership Firm; () Single Ownership
3.	Address:	
4.	Phone No.:	
5.	E-mail Address:	
6.	Name and Contact details of person for communication related to Tender	
7	BHEL Vendor Code (If any) (If vendor code is not available, kindly Submit the original RTGS Format enclosed as annexure-E with cancelled cheque leaf)	
9	PF Registration (No. & Date) (Copy of PF Registration to be attached)	Copy of PF Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
10	ESI Registration (No. & Date) (Copy of ESI Registration to be attached)	Copy of ESI Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
11	Goods and Service Tax (GST) Registration (Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished)	Copy of Goods and Service Tax (GST) Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Exemption

B: Qualifying Criteria:

	Technical Competence :	
1	Minimum one year of experience of execution of contract related to tailoring. (Copy of WO / self-declaration regarding experience to be submitted along with offer)	<input type="checkbox"/> WO Enclosed / <input type="checkbox"/> self-declaration Enclosed
2	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	Copy of Income tax Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
3	I/ We 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.	() Confirmed

NOTE: Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

The Contractor shall maintain Competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work and services in the Annexure 1B.

BILL OF QUANTITY

Sl No	Item Work description	UOM	Approx. Quantity
1	Adult Pyjama	NO	146
2	Adult Coat	NO	88
3	Children Pyjama	NO	10
4	Children Coat	NO	10
5	Patient Gown	NO	110
6	Adult pillow Cover	NO	176
7	Adult Mattress Cover	NO	23
8	Children Wrapper	NO	66
9	Baby Frock	NO	55
10	Window Curtains	NO	105
11	Surgeon Pant	NO	293
12	Surgeon Shirts	NO	315
13	Abdominal Sheet	NO	10
14	Operation Gown	NO	35
15	Nurses Apron	NO	35
16	Trolley Dropes	NO	20
17	Eye Towel	NO	66
18	Operation Towel	NO	990
19	Mask and Cap	NO	531
20	Cantery bags	NO	66
21	Duster White	NO	303
22	Perineal Sheet	NO	110
23	Leggings	NO	134
24	Door Curtain	NO	40
25	Screen Curtain	NO	11
26	sponges	NO	14099
27	sealing	NO	722
28	Children over coat	NO	10
29	Other mending works	NO	25335
30	Kaja and Button fixing	NO	2109
31	BHEL Emblem Sealing	NO	66

Scope of Work and Working Instructions

1. Approximately an average of 1700 numbers of various types of tailoring works per month are being undertaken in our hospital.
2. This contract is purely a service contract and all the materials to be stitched, thread and necessary required things will be supplied by the hospital for stitching.
3. A motorized sewing machine is available. The contract is expected to be carried out by experienced Tailor, who knows the art of tailoring of various types of works mentioned as per above bill of quantity.
4. The vendor shall carry out the work from 08.00 to 16.00 hours on all the working days of BHEL. The place of work is Main Hospital, BHEL-Trichy
5. Apart from this work, it is expected to draw materials from Medical stores and any other works assigned by the In-charge.
6. The rates quoted should be firm throughout the contract.
7. The contract will be finalized on a total package rate.
8. The work should be neat, fine and fit to the measurement.
9. Please note that no to and fro charges will be provided for the tailor on any account.

TERMS & CONDITIONS FOR THE CONTRACTOR:

1. 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.
2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
3. Attendance register should be maintained by the contractor.
4. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
5. 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.
6. 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.
7. Contractor shall supervise the work carried out by his/her employees.
8. 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.
9. Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
10. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
11. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

12. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
13. 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.
14. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
15. 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 written permission.
16. 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/her purpose for having executed the work correctly and satisfactorily.
17. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
18. The bill should be submitted within a week after execution of work during the calendar month @one bill per month.
19. 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 fulfilment of the Statutory Obligation by the Contractor.
20. 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.
21. The Contractor may visit to the BHEL Premises before quoting to access the quantum of work.
22. Applicable Taxes, if any should be mentioned separately.
23. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving initiation to the vendor.

General Conditions:

1. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I 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/ Lab-in-charge" means, the Officer deputed by the HEAD / WRI & Labs to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised 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.

2. Heading to the Contract Conditions:

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

3. 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.

4. Work To Be Carried Out:

The Contract shall include all labour 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.

5. Assignment of Transfer of Contract:

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-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 statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

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

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. In case of discrepancy in the data uploaded by 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

09. Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript 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.

10. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. 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.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires 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.

11 Payment to employees engaged by the contractor:

1. 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.

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
6. As per the circular issued by HR-Welfare/ BHEL dt 08.04.2014, the following additional wages per month has to be paid by the Contractor to his employees over and above the minimum wages declared by the Government of Tamil Nadu as:

- a) Unskilled : ₹ 3200/
- b) Semi-skilled : ₹ 3700/-
- c) Skilled : ₹ 4100/-
- d) Highly Skilled : ₹ 4300/-

The above additional wages & minimum wages will also attract PF, ESI, Bonus etc .

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

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

SL No	Name	Aadhar Number	Savings account bank details of nationalized bank	Confirmation and acceptance by contract employees for bank details and payment of salary in there bank account.
1				
2				
3...				

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

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

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

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

- 10** The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.

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.

- 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 Governments' rules & regulations.

- 12** Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.

- 13** The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.00% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.00% of monthly wages should be remitted as PF i.r.o. each employee.

- 14** ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the Contractor.

- 15** 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.

- 16** Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:

(a)	Form XIII	-	Register of Workmen employed by contractor (Rule 75)
(b)	Form XIV	-	Employment card issued by contractor (rule 76)
(c)	Form XVI	-	Muster Roll (Rule 78(1) (a) (i))
(d)	Form XVII	-	Register of Wages (Rule 78(1) (a) (i))
(e)	Form XVIII	-	Register of wages-cum Muster Roll (in case of weekly Payment)
(f)	Form XIX	-	Wage Slip (Rule 78) (b)
(g)	Form XX	-	Register of deduction for damages of loss (Rule (78) (1) (a) (ii))
(h)	Form XXI	-	Register of files (Rule 78) (1) (a) (ii))
(i)	Form XXII	-	Register of advance (Rule 78)(1) (a) (ii))
(j)	Form XXIII	-	Register of overtime (Rule 78) (1) (a) (iii))
(k)	Form XXIV	-	Return to be sent by the contractor to licensing officer (Rule 82)
(l)	any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.		

12 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.

13. 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, 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 Employees Compensation Act

14. Laws Governing the Contract:

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

15. 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:

- a) 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in 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
- c) 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.

16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting 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,

- a) 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
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, 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
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises 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 the respective area **HOD**) being less than the contract cost, the advantage shall accrue to 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.
- e) In case 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) 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.

17. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
 - b) fails to comply with any of the terms & conditions of the contract or failure to comply orders 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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this 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. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

18. 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.

19. 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 respective area **HOD** 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 foreclosing of the work.

20. PAYMENT TERMS:

1. Payment will be made on monthly after completion of work on pro-rata basis, based on number of items completed as per BOQ carried out during a month after acceptance and certification of area in charge (BHEL executive) in respective Month after acceptance and certification of area in charge (BHEL Executive) on monthly basis.

Along with bills, Contractors has to furnish copy of the bills for further processing, The Contractor at the end of each month 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 respective area **HOD** separately details of their claims for the work done by them up to and including the previous. 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 up to and including the period under report. Payment will be at the sole discretion of BHEL.

If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

No advance may be paid for operational or any other expenses.

21. Recovery from Contractor:

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

22. 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.

23. 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, Earthquake 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 thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

24. 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 Tiruchirappalli.

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 there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

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 Tiruchirappalli (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) 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 Enterprises (PSE) or a Government Department, the following shall be applicable

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

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 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.

25. 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

26 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.

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.

27. Signing of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

28. LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per scope of work and terms & conditions of contract within the delivery schedule,

LD @ 0.5 % of order value per week of delay in execution of work within delivery schedule as per scope of work or part thereof subject to maximum of 10 % of total order value.

In case of any amendment / revision, LD shall be linked to the amended / revised PO value.

29 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.

30. 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".

31. RISK PURCHASE:

a) 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.

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

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

32. Biometric Entry/Exit System for Contract 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.

33. Notices of Accidents

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

34. Government Law's Covering Under This Contract.

1. The Factories Act, 1948:

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

2. Tamil Nadu Factories Rules, 1950

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

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

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

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

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

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

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

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

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

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.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

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

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

35. Common Terms and Conditions for service Contract relevant to Safety:

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

1. 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.
2. 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.
3. 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.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. 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.
6. 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.
7. 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.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. 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.

36. 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.

37. BIDDER DECLARATION:

We declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

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

2. EVALUATION CRITERIA:

- a. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of Offer for award of work shall be on the basis of “Total Cost to BHEL”. **Package Wise L1 basis on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. In case of more than one L1 bidders for respective schedules, BHEL will invite 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. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
3. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. AWARD OF CONTRACT:

Contracts will be awarded on package basis to single source.

5. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).
2. In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value 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 value of Non MSE L1 Vendor.

6. CONTRACT PERIOD AND PLACE OF WORK:

- The work shall be carried out for a period of Twenty-Four Months from the date of award of work.
- The work shall be carried out at Main Hospital, BHEL-Trichy.

7. RATE FINALIZATION

1. 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.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

8. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:

- I. 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.
- II. 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
- III. 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.
- IV. 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.
- V. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid shall be liable for rejection.

all overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

PART-I (No deviation certificate)

ANNEXURE-A

Name of Works: SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL- TRICHY FOR 2021-23

Enquiry No: **9472100017/ 11.01.2021**

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

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work & Technical Terms and Conditions)
3. Annex-1C (General Terms & Conditions of Contract)
4. Annex-1d (Special Terms & Conditions of Contract)

We have read and clearly understood all the Terms and conditions in Tender Schedule of Enquiry No: **9472100017/ 11.01.2021** and accordingly we accept the same without any deviation what so ever.

Your Faithfully

Authorized signature
with seal and address

Annexure-II

PART-II (PRICE BID)

Instructions related to Price Bid

Illustration for arriving the rates for individual items of BOQ by BHEL for the total amount quoted by the vendor

Contractor shall only quote the total amount for the work and not the individual rates for every item of BOQ. The amount quoted shall include all taxes except GST. Applicable GST would be paid extra.

The rates for the individual items of BOQ would be arrived by BHEL as follows:

In this illustration, assume there are 2 items in the BOQ. The respective quantity and Percentage allocation is specified as below.

Assuming the amount quoted by a vendor is ₹ 10,00,000/- (₹ Ten lakhs) for the entire package for the given quantity below,

Item	Quantity	% allocation
1	12130	97.51%
2	302	2.49%

Then, for item no 1,

Amount allocated for item 1 would be = 97.51% X 10,00,000 (since % allocation is 97.51% for this item)

$$= ₹ 9,75,100 /-$$

Hence the rate for item 1 would be = ₹ 9,75,100 / 12130 = ₹ 80.38/-

In the same manner the rates for all other items would be arrived as follows :

The rate for item 2 would be = ₹ 24,900 / 302 = ₹ 82.45/-

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor

NOTES

1. The rate quoted shall remain firm and valid for entire Contract period. no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.
2. **The Tenderer has to quote lump sum / package value only. Individual rates for each item shall be arrived based on % allocation for each item. Illustration for arriving at unit rate is detailed above.**
3. The base rate should be quoted exclusive of GST and 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.
4. Quotation should be valid for a period of 180 days from the date of Tender opening
5. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
6. In case of more than one L1 bidders, 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. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.

Name of Works: **SERVICE CONTRACT FOR TAILORING ACTIVITIES FOR MAIN HOSPITAL AT BHEL-TRICHY FOR 2021-23**

Enquiry No: **9472100017/ 11.01.2021**

PRICE BID

Sl. No	Job Description	UOM	Qty.	% Allocation	Lump sum (Package) value in figures and words (₹)
1	Adult Pyjama	NO	146	3.06%	₹...../- Rupees.....only
2	Adult Coat	NO	88	1.84%	
3	Children Pyjama	NO	10	0.08%	
4	Children Coat	NO	10	0.08%	
5	Patient Gown	NO	110	1.38%	
6	Adult pillow Cover	NO	176	0.59%	
7	Adult Mattress Cover	NO	23	0.39%	
8	Children Wrapper	NO	66	0.17%	
9	Baby Frock	NO	55	0.23%	
10	Window Curtains	NO	105	0.70%	
11	Surgeon Pant	NO	293	6.13%	
12	Surgeon Shirts	NO	315	6.60%	
13	Abdominal Sheet	NO	10	0.08%	
14	Operation Gown	NO	35	0.74%	
15	Nurses Apron	NO	35	0.44%	
16	Trolley Dropes	NO	20	0.05%	
17	Eye Towel	NO	66	0.06%	
18	Operation Towel	NO	990	1.67%	
19	Mask and Cap	NO	531	1.79%	
20	Cantery bags	NO	66	0.06%	
21	Duster White	NO	303	0.51%	
22	Perineal Sheet	NO	110	0.92%	
23	Leggings	NO	134	1.80%	
24	Door Curtain	NO	40	0.34%	
25	Screen Curtain	NO	11	0.09%	
26	sponges	NO	14099	23.58%	
27	sealing	NO	722	0.61%	
28	Children over coat	NO	10	0.01%	
29	Other mending works	NO	25335	42.38%	
30	Kaja and Button fixing	NO	2109	3.51%	
31	BHEL Emblem Sealing	NO	66	0.11%	
Offer value (Excluding GST) (₹)					
GST @ -----% (₹)					
Offer value (Including GST) (₹)					

- The percentage allocation is based on Total value of each item (i.e : Unit rate multiplied by Quantity)
- 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.
- The rate quoted shall remain firm and valid for Entire contract period and no extra payment will be reimbursed to the contractor by BHEL
- No other pre conditions along with your offer will be entertained by BHEL**
- 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 rate quoted with inclusive of any taxes and duties levied and excluding GST etc. has been considered by the tenderer for the total contract period while quoting the above rates.