

Bid Document

Bid Details	
Bid End Date/Time	23-07-2022 16:00:00
Bid Opening Date/Time	23-07-2022 16:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	Boiler Auxiliaries Plant Ranipet
Item Category	Custom Bid for Services - Outsourcing of Noncore activities of water systems through manpower contract
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)
Years of Past Experience Required for same/similar service	1 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	73504

ePBG Detail

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Deputy Manager

Boiler Auxiliaries Plant Ranipet, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(D Hari Babu)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service

provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Instruction To Bidder:[1657697164.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1657697172.pdf](#)

Scope of Work:[1657697178.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1657697184.pdf](#)

Service Level Agreement (SLA):[1657697190.pdf](#)

Payment Terms:[1657697196.pdf](#)

Penalties:[1657697201.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1657697208.pdf](#)

GEM Availability Report (GAR):[1657697222.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1657697228.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1657697238.pdf](#)

Custom Bid For Services - Outsourcing Of Noncore Activities Of Water Systems Through Manpower Contract (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Outsourcing of Noncore activities of water systems through manpower contract
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Venugopal Thirugnanasambandam	632406,INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET	1	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

PRE-QUALIFICATION REQUIREMENT

An essential qualification requirement of the bidder for tender submission shall be as under:

(a) The bidder shall have experience of executing Manpower supply for engineering drafting and designing using software (AutoCAD/ PDMS/ STAAD Pro) in any central/state government/PSU/Private organization in the last seven years as follows:

I. Three similar completed works each costing not less than the amount equal to **Rs.12.46 lakhs (excluding GST)**.

OR

II. Two similar completed works each costing not less than the amount equal to **Rs.15.58 lakhs (excluding GST)**.

OR

III. One similar completed work costing not less than the amount equal to **Rs.24.92 lakhs (excluding GST)**.

Documents Required:

Bidder has to submit LOA's of the works completed and corresponding work completion certificate. The work executed in the own name of the bidder only will be considered for evaluation.

(b) Average Annual Turnover:

I. The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for 5 years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below: -

a) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

b) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

c) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

II. Average annual financial turnover of any 3 Financial Years out of last 5 financial years (beginning from 01.04.2016 -31.03.2021) should not be less than **Rs. 9.35 lakhs**.

III. While calculating Annual Turnover / Sales, other operating income and other income shall not be considered.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
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Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- (c) MSE (Micro/Small) bidders and all start-ups recognized by Department for Promotion of Industry & Internal Trade are exempted from prior experience and prior turnover subject to meeting of quality and technical specifications as mentioned below in PQR clause-(d) below.

Documents Required: UDYAM registration certificate (For MSE)

Certificate from Department for Promotion of Industry & Internal Trade. (For start-ups)

- (d) Bidder shall have a minimum of 6 manpower with each having at least one-year experience in engineering drafting and designing (using software AutoCAD/ PDMS/ STAAD Pro) in any central/state government/PSU/Private organization and meeting the following criteria:

- i Diploma / BE / B. Tech graduation in Mechanical or Civil
- ii Assisted for preparation of drawings and 3D models through computer
- iii Proficiency in engineering software viz. AutoCAD / PDMS / STAAD Pro.

This clause is applicable for all bidders.

Documents Required:

For point (i), Copy of Diploma / Degree certificate of min. 6 people to be submitted by bidder

For points (ii) & (iii), bidder has to submit experience certificate of min. 6 people in AutoCAD / PDMS / STAAD Pro for at least one year in any central/state government/PSU/Private organization

Note: -

- a) Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- b) The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- c) All the documents required are to be submitted along with technical bid.

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)

Boiler Auxiliaries Plant

Ranipet-632406

Ref No. 975522015E

CHECK LIST

(to be filled by Bidder)

S No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
7	PAN no and documentary proof (Photo copy has to be enclosed)	
8	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
9	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
10	Applicable GST quoted Note: Please refer clause no.36 (page no. 4) of Special Instructions of this Tender regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
11	EMD Details	
12	MSE Details (along with UDYAM certificate)	

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(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

SCOPE OF WORK

1. Through this contract we require 12 personnel of diploma/B.E./B Tech graduates (Mechanical or Civil) who are having at least one-year experience in engineering drafting and designing (using software AutoCAD/ PDMS / STAAD Pro). This contract is for one year (312 working days).
2. Scope of work will be preparation of drawings and assistance for preparation of drawings and 3D models through computer.
3. Computers will be provided by BHEL Ranipet



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

Instructions to Bidder

1. Earnest Money Deposit (EMD) amount of **Rs. 73,504/- (Rupees Seventy-Three Thousand Five Hundred and Four Only)**, must be accompanied with the tender in the form of:
 - a) Demand Draft (DD) drawn from any nationalized bank in favour of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).
 - b) Fixed Deposit Receipt issued by scheduled banks/ Public Financial Institutions as defined in the company's act. FDR should be in the name of the contractor, a/c BHEL.

Note: If bidder is paying EMD through Demand Draft or Fixed Deposit Receipt (FDR), original copy to be sent to the following address:

**Sr. Engineer/ WCM DEPARTMENT,
ENGG. BUILDING – GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET, Ranipet DISTRICT,
TAMIL NADU– 632 406.**

Tenders must be addressed to the Sr. Engineer/WCM in a sealed cover by super scribing the tender enquiry number on the cover. Also scanned copy of EMD to be submitted along with the technical bid.

- c) Pay online (SBI Collect)
 - i. Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
 - ii. Click "Proceed" button
 - iii. Select "Tamilnadu" in the drop down menu under "State of Corporate/Institution".
 - iv. Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
 - v. Click "Go" button
 - vi. Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING".
 - vii. Click "Submit" Button
 - viii. Select "EMD" in the drop down menu under "Select Payment Category"
 - ix. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
 - x. Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

d) Bidders can pay EMD through online on below account:

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN0007013
SWIFT CODE	SBININBB450

- EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate.**
- The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract.
- In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL".
- "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
- Bidders have to submit their offers through GeM portal only.**
- Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
- If the contractor deliberately, gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
- Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

12. The tender documents must be signed physically / digitally by Director / Partner 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.
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. Tender can be cancelled at any stage due to unavoidable circumstances.
15. The evaluation currency for this tender shall be INR.
16. **Multiple Bids: -**
The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:
 - a) Two bids by the same party
 - b) If one bidder is the affiliate of another bidder.For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.
"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.
17. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
18. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
19. **Suspension of Business dealings with Suppliers:**
Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.
20. **Treatment of Banned / Under-performing Vendors:**
Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then

We hereby accepted above
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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.
21. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
 22. QUOTING: The tenderer should quote the total lumpsum price for 12 skilled manpower for 26 working days for 12 months' time period (312 working days). Bidder has to take care contractor margin while quoting.
 23. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
 24. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
 25. If a tenderer withdraws his offer after submission or after acceptance, fails to engage sufficient manpower in accordance with the instructions of the Manager/Production, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
 26. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
 27. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.
 28. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
 29. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
 30. **The price bid shall be evaluated as a package. The contract will be finalized based on the overall LOWEST value and will be awarded to single bidder only.**
 31. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
 32. The following points shall be taken note while quoting the rates:
 - a) The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
 - b) Sufficient manpower 12 skilled man-power to be provided.

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(A Government of India Undertaking)
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Ranipet-632406

Ref No. 975522015E

- c) No work kept unfinished in shift.
 - d) Contractor should not claim for any variation in quantity.
 - e) At the end of completion, the contract may be extended on mutual agreement.
33. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
34. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
35. Incomplete offers shall become liable for rejection.
36. EMD by the tenderer will be forfeited if
- (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
 - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/ Contract is silent in this regard then within 15 days after award of contract.
37. All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
38. The tenderer should fill and sign the “checklist of this Tender document” which forms part of the technical bid.
39. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
40. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
41. BHEL reserves the right to negotiate with L1 bidder.
42. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
43. MSE CLAUSE: - MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of UDYAM Certificate. 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.
44. The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
45. Discrepancy in “words “& “Figures “:

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Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- 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 (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
46. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
47. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
48. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
49. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
50. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
51. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
52. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
53. Offers received with any deviation or without relevant information are liable to be rejected.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

54. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
55. The price quoted for this tender must be inclusive of all taxes and duties and GST.
56. **AGREEMENT:** The tenderer after award of work by BHEL through letter of intent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.
57. **STAMPING THE AGREEMENT:** The expenses of completing and stamping the agreement are borne by the contractor.
58. For any tender related clarifications contact 04172284975/04172284035. Email Id: deepeshverma@bhel.in , gsugumar@bhel.in
59. For scope of work /BOQ related queries contact 04172283112/04172284640. Email Id: mrkrishna@bhel.in, salai@bhel.in .
60. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

Special Terms and Conditions of the Contract

1. Work Instructions are to be obtained from respective WEG & WB department Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. BHEL dispatch documents shall not be enclosed as a proof of carrying out the jobs.
2. The Contractor to bring adequate manpower for carrying out and completion of the daily activities/works that are assigned by the concerned department Officials specified in the Tender Schedule. The manpower may be increased or decreased depends upon quantum of work. If the Contractor is not completing the assigned work in time as specified by BHEL, the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
3. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
4. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
5. Preference will be given for personnel engaged who have completed apprenticeship in BHEL Ranipet.
6. Daily work progress shall be reported to the person in-charge before leaving the work spot.
7. Prior permission shall be obtained before availing leave.
8. Usage of mobile phones and internet during working hours is strictly prohibited.
9. All contract personnel shall come in a decent, formal dress code.
10. This work shall be in force for one year from the date of commencement of work. The period of the contract may be renewed or extended on mutual understanding.
11. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
12. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the manpower and other personnel who may be employed by the contractor.
13. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.

14. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
15. The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work.
16. COMPLIANCE TO REGULATIONS AND BY-LAWS:
The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
17. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
18. Contractor has to ensure strict compliance of biometric recording through fingerprint for their labourers. Contractor also has to ensure that all their labourers record their attendance while entering/exiting factory premises.
19. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
20. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
21. "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained. "
22. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
23. "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".
24. As required under the Tamilnadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.

We hereby accepted above
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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

25. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
26. The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
27. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
28. The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act effective from 01.04.2021 applicable for Engineering and Fabrication industry from time to time.
29. The contract labourers shall also be allowed paid Weekly Off as per rules.
30. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.
31. **GST: -**

Registration & GST Rate:

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment:

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - ii. HSN Code or Service Accounting Code for supply of goods or services.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- iii. Name & address of supplier
 - iv. GSTIN of Supplier
 - v. Consecutive Serial Number & date of issue
 - vi. Description of goods or services
 - vii. Total value of supply
 - viii. Taxable value of supply
 - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x. Amount of Tax charged
 - xi. Place of supply
 - xii. Address of delivery if different from place of supply
 - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availing of Input Tax Credit by BHEL.

Input tax credit:

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, 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.

Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

Other Provisions:

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) 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.
- d) If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

32. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.
The minimum wages Act 1948 and the related Tamilnadu Rules.
 - ii. The payment of wages Act 1936 and the related Tamilnadu Rules.
 - iii. The Factories Act 1948 and the related Tamilnadu Rules.
 - iv. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - v. The Employees State Insurance Act 1948.
 - vi. The workmen's Compensation Act 1923.
 - vii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

c) REGISTRATION AND LICENSING:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- i. The name of the contractor.
- ii. Nature of contract work.
- iii. Period of work.
- iv. Number of maximum labour employed by him on any one day.
- v. License No. and date (applicable in case of contractors employing 20 or more worker)
- vi. Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- d) The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her 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.
- e) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- f) The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- g) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- h) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- i) **Minimum daily wages to be paid by the contractor (in INR)**

Description	For Unskilled Worker	For Semi Skilled Worker (Fresh ITI)	Skilled Worker (ITI Holder with 3 years' experience/Diploma Holder/ BE holder)
Basic Pay as on 01.04.2022	255.00	265.00	273.50
Dearness allowance as on 01.04.2022	236.19	236.19	236.19
BHEL Adhoc per day	106.77	126.00	141.38
Total wage per day	597.96	627.19	651.08

During contract period, Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages. After subsuming of BHEL Adhoc fully, any further increase up to 5% over and above the overall wages by the State Government will have to be borne by the Contractor. Beyond 5%, after excluding increased 5%, balance will be reimbursed by BHEL on production of proper evidence for the actual workers deployed.

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- j) The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- k) Payment of Bonus to be ensured as per Bonus act.
- l) The contractor has to pay the wages to their workers through worker's Bank account only. no hand payment will be acceptable.
- m) The statutory requirements like PF (with sealing of Rs. 15,000), ESI will be applicable for the actual total wage per month inclusive of BHEL Adhoc. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- n) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- o) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- p) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- q) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- r) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- s) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
- t) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge each month.
- u) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- v) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contact in the following form.
 - i. Serial Number
 - ii. Location
 - iii. Period of work
 - iv. No. of contract labour engaged during the month

We hereby accepted above
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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- v. No. of days worked
- vi. No. of man days worked
- vii. Wages paid to his/her workers

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

w) REGISTERS RECORDS AND COLLECTION OF STATISTICS.

The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.

1. Form A – Employee Register
 2. Form B – Wage Register
 3. Form C – Register of Loan / Advance / Fine / Damage / Loss.
 4. Form D – Register of Attendance.
 5. Form E – Register of Leave / Rest / Compensatory off.
 6. Employment Card
 7. One-month notice of all the contract workmen before completion of work.
- x) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
 - y) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
 - z) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
 - aa) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
 - bb) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
 - cc) All the above 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.
 - dd) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
 - ee) The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
 - ff) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
 - gg) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.

We hereby accepted above
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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- hh) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- ii) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- jj) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.
- kk) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- ll) 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).
- mm) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- nn) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is **0.75%** of wages to be recovered from his/her workmen and **3.25%** of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paisa.
- oo) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- pp) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
- qq) All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are **12%** and **13%** respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It

We hereby accepted above
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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

- rr) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
 - ss) 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 and PF as well as the scheme made there under to the authorities concerned.
 - tt) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
 - uu) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
 - vv) In case of noncompliance of any 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.
 - ww) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
 - xx) Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.
33. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc. is the responsibility of end user.
34. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
35. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

36. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR

- a) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
- b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
- c) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
- d) No material of any kind shall be dropped or allowed to be dropped from any height.
- e) Defective ladders shall not be used at all.
- f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
- g) The necessary safety equipment such as gloves, boots, helmets etc. must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
- h) Appropriate safety equipment (like safety boots, gloves, goggles, helmet etc.) are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
- i) The working area shall be kept clean and free from all obstructions.
- j) All temporary electrical connections shall be properly earthed, insulated and periodically checked.
- k) The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
- l) All safety precautions are to be taken by the contractor at his cost.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

37. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
38. Unless the contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender shall be withdrawn.
39. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
40. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
41. The expenses for completing and stamping the agreement shall be to the contractor's account.
42. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
43. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
44. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
45. ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
46. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
47. The workers' particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

48. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).
- Muster Roll
 - Register of Wages
 - Register of Deductions
 - Register of Overtime
 - Register of Fine
 - Register of Advance
 - Wage slips
 - Register of Accidents
 - Register of Leave with Wages
 - ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

49. In case a contract labourers meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
50. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
51. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.
52. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."
53. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.
54. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".
55. If the contractor is not able to provide the sufficient manpower for a period of continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor. In the event of contract termination, security deposit paid by the contractor will be forfeited.
56. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

General Conditions of Contract

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: -

- 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 with in 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 form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the office deputed by the AGM/WCM to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/WCM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the sad company including AGM/WCM authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sun calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of 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 ay day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

the district where the work is carried out or as laid down in the BHEL regulation.

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 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 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 the pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **OCTROI AND OTHER DUTIES:** -

All charges on account of octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

6. **PLANT AND EQUIPMENT:** -

The contractor shall at his own expense, supply all tools, plant and equipment (herein after referred to as T&P) required for the execution of the contract.

7. **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.

8. **SUB-CONTRACT:** -

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

9. **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 statute regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. **SECURITY DEPOSIT:** -

SECURITY DEPOSIT shall be collected from the successful tenderer. 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.

Mode of Deposit:

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

- a) Cash (as permissible under the extant Income Tax Act).
- b) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) 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).
- e) 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).

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, with the approval of the authority competent to award the work.

EMD of the successful tenderer will be converted and adjusted against security deposit.

EMD and security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
15. **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.
16. **CONTRACTOR'S SUPERVISION:** -
The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the AGM/WCM to act in his stead. 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. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICE-IN CHARGE, to received instructions.
17. The AGM/WCM shall have full powers and without assigning any reason, required 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.
18. **LABOUR:** -
The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

19. PRECAUTIONS UNDER 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 purposes.

20. DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN: -

The contractor shall at his own expenses reinstate and make good to the satisfaction of the AGM/WCM 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 I death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

21. LAWS GOVERNING THE CONTRACT: -

The contract shall be governed by the India laws for time being in force.

22. CANCELLAITON 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 if 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: -

- 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 borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service.

(OR)

- b) 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)

- c) obtain a contract with BHEL as a result of ring tendering or by non-bonfire methods of competitive tendering, without first disclosing the fact in writing to BHEL.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

23. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017: -

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of DTG department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

24. 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 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)

- c) 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.
- d) 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 concerned executive of DTG department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

AGM/WCM 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 the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

25. CANCELLATION OF CONTRACT IN PART OF 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 AGM/WCM or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) 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 concerned executive of DTG department 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 AGM/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.

26. TERMINATION OF CONTRACT ON THE 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.

27. 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

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

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.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

28. **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.

29. **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.

30. **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.

31. **FORCE MAJEURE CLAUSE:** -

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

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

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 AGM/WCM subject to prompt notification by the contractor.

32. ARBITRATION: -

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

33. Arbitration and Jurisdiction:

a) The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.

b) The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.

c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract

d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

34. 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.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

35. FRAUD PREVENTION POLICY: -

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

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

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

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

37. SETOFF CLAUSE: -

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

38. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.

39. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

draft, FD, etc.) _ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:

(a) both entities are legally distinct/ separate entities, or
(b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."

40. The Successful Tenderer shall agree to the following conditions:

Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) negligence or wilful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
- iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

41. 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.
42. 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.
43. 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.
44. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
45. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

46. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
47. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
48. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven lakh) d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
49. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
50. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
51. **SUBMISSION OF BILLS BY CONTRACTOR:** - 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 concerned executive of DTG department separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a. Deviation from the items provided in the contract documents.
 - b. Extra items / new items of work.
 - c. 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

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

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.

52. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.
53. **SUSPENSION OF BUSINESS DEALINGS:** -
The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02 amdt. 02, Dt.08.01.2020 displayed on BHEL website <http://www.bhel.com>. (<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>)
54. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
55. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

PAYMENT TERMS

Monthly payment shall be made on actual manpower deployed by the bidder after certifying by Engineer In-charge against submission of tax invoice in triplicate and statutory documents (PF, ESI). The payment will be made within 90 days for Non-MSME vendors, within 60 days for medium category and within 45 days for MSE vendors (i.e., micro & small only) from the date of bill submission along with all supporting documents.

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Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

Ref No. 975522015E

PENALTY TERMS

During the contract period, for any shortage in supply of manpower or absenteeism without BHEL permission, penalty will be levied a Rs. 2000/- per worker per shift in addition to deduction of wage & service charge of corresponding shift per employee. If the bidder delays the work and to impose the Penalty/LD at the rate of 0.50% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.

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DECLARATION

I/We M/s.
have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our 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.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We also declare that, we accept to take part in Reverse Auction (RA) process if BHEL decides so on a later period.
- I/ We confirm that other than us, none of our 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).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

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Ranipet-632406

Ref No. 975522015E

BILL OF QUANTITY

<u>Daily Rate Minimum Wage Calculation for skilled manpower (26 working days)</u>		
<u>No. of working days in a month= 26 Days</u>		
<u>S. No.</u>	<u>Description</u>	<u>Amount in Rs.</u>
1	Minimum basic pay per day for skilled worker (26 man days)	273.50
2	Minimum DA per day (26 man days)	236.19
3	Additional amount (BHEL Adhoc) to be paid to the contract employee by the contractor over and above per day	141.38
4	Total Wages per day (Sl. No. 1 + Sl. No. 2 + Sl. No. 3)	651.08
5	Employers (contractor) per day PF contribution @13% (12%PF +1% other charges) (Ceiling amount of Rs.15,000) on total wages (x)	84.64
6	Employers (contractor) per day ESI contribution @3.25% on total wages (Rs.651.08) (u)	21.16
7	Bonus @8.33% on effective wages of Rs. 509.69/- (Sl. No. 1 + Sl. No. 2)	42.46
8	EL Portion per day	32.55
9	Total wages per day per skilled worker	831.89
<u>Breakup details for wage and other payments to be taken care by the contractor.</u>		
1	Effective wage per day	651.08
2	PF to be deducted from individual@12% (y)	78.13
3	ESI to be deducted from individual@0.75% (v)	4.88
4	Balance (a)	568.07
5	Bonus (b)	42.46
6	Balance to be paid to individuals Bank account including bonus per day (c)= (a) + (b)	610.53
7	Total PF amount to remit by the contractor per day (z) = (x) + (y)	162.77
8	Total ESI amount to remit by the contractor per day (w) =(u)+(v)	26.04
9	EL Portion per day	32.55
10	Total wages per day per skilled worker	831.89

Total amount payable to skilled workmen against the contract (rounded off) = Rs. 831.89 x 12 persons (Skilled workers) x 26 Man-days x 12 months = Rs. 31,14,596/- (excl. GST) and Rs. 36,75,223 (incl. GST @ 18%)

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Ref No. 975522015E

Sl. No.	Description of work	Total amount in Rs. for one year including GST to be quoted.
1	Deployment of 12 no. skilled man power for carrying works specified as per the scope of work.	To be quoted in price bid inclusive of taxes and duties and including GST.

Applicable GST _____%.

NOTE:

- 1) **The contract will be awarded to single bidder only.**
- 2) Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total cost to BHEL")
- 3) The Prices quoted above must be inclusive of all taxes and duties and inclusive of GST. GST will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- 4) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- 5) During contract period, Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages. After subsuming of BHEL Adhoc fully, any further increase up to 5% over and above the overall wages by the State Government will have to be borne by the Contractor. Beyond 5%, after excluding increased 5%, balance will be reimbursed by BHEL on production of proper evidence for the actual workers deployed

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