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|  | <p>Bharat Heavy Electricals Limited<br/>( A Government of India Undertaking)<br/>BOILER AUXILIARIES PLANT<br/>RANIPET – 632 406, INDIA</p> | <p>Phone No:<br/>04172-284975,284839<br/>E-mail: <a href="mailto:deepeshverma@bhel.in">deepeshverma@bhel.in</a><br/><a href="mailto:asvkn@bhel.in">asvkn@bhel.in</a></p> |
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**WORKS CONTRACT MANAGEMENT**  
**TENDER ENQUIRY NO: 9800027E Dt 21.09.2020**  
**NOTICE INVITING TENDER**

01. Name of the work : Book binding and stitching contract as per enclosed schedule
02. Period of contract : Two years from the date of commencement
03. EMD to accompany the Tender : NIL
04. Last Date and Time for receipt of Tender : **12.10.2020 at 14:00Hrs.**
05. Date and Time of Opening the Techno commercial bid : **12.10.2020 at 14:30 hrs.**
06. Type of tender : Open tender (Two-part bid)
07. Place of submission of Tender : Tender Box placed in WCM Department (Engg. Building – Ground Floor (West side), BHEL –BAP- Ranipet – 632 406.
08. Venue of the Tender Opening : WCM Department
09. Address on the Sealed Tender Cover to be : **Sr. Engineer / WCM DEPARTMENT ENGG. BUILDING – GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET, VELLORE DISTRICT TAMIL NADU– 632 406.**

Yours faithfully,  
for and on behalf of BHEL.

SENIOR ENGINEER/ WCM

**Note:**

1. **CONTRACT WILL BE FINALISED THROUGH ENVELOPED PRICE BID ONLY.**
2. **CONTRACT TO BE AWARDED TO SINGLE VENDOR ONLY.OVERALL L1 VALUE WILL BE CONSIDERED.**
3. **TENDERER HAS TO SIGN AND SEAL ALL THE PAGES OF TENDER DOCUMENT ALONG WITH ALL SUPPORTING DOCUMENTS.**

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**PRE-QUALIFICATION CRITERIA:**

| SI NO  | DESCRIPTION                                    | BHEL REQUIREMENT  | BIDDER'S CONFIRMATION |
|--|--|---|-----------------------|
| 1  | Eligibility                                    | <b>The Contractor Should have minimum one-year experience in similar work i.e. successful execution of Books /Documents Binding and stiching works.</b> |                       |
| 2  | Document "Copies" to be submitted with tender. | a) LOA's of the works completed/ being executed.  |                       |
|  |  | b) Work Completion certificates for the LOA's referred.   |                       |
| <p>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.</p>   |  |   |                       |
| <p>Note : 1. <b>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></p> <p>2. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works &amp; also the equipment.</p> <p>3. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.</p> <p>4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.</p> <p><b>5. Offers of the Contractors/Suppliers , against whom , any unit of BHEL had initiated process for banning/suspension or already banned will summarily be rejected.</b></p> |  |   |                       |

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**SCOPE OF WORK****Detailed scope of work**

BHEL will provide the various types of loose sheets for binding work. The contractor has to stitch and binding the papers in wrapper / cardboard binding as the case may be and the binding work details mentioned in estimation. All the materials used for stitching and binding will be contractor's scope. BHEL will provide a place to perform his duty.

**Movement of Files: form/to Archives Room:**

Sorting, bundling, stocking of records and retrieving of records at archives / sections of accounts Department. Files to be moved systematically from/to Sections of Accounts Department and Archives.

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**Details to be filled by the Bidder**

| S.no. | Description  | To be filled by Tenderer  |
|-------|--|---|
| 1.    | Name of the Tenderer   |   |
| 2.    | Address for Communication  |   |
| 3.    | Telephone<br>Mobile No<br>Mail Id.   |   |
| 4.    | Details of experience in Similar Work  | Enclosed / Not Enclosed   |
| 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 firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify. |   |
| 7.    | Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.   |   |
| 8.    | PAN no and documentary proof (Photo copy has to be enclosed)   |   |
| 9.    | Registration under Tamil Nadu GST, GST No. (Photo copy has to be enclosed)   |   |
| 10.   | The GST heads under which the enlisting person registered with Excise Authorities and copy of GST registration certificate has to be enclosed  |   |
| 11.   | Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)  |   |
| 12.   | Applicable GST quoted<br><br>Note: Please refer clause no. (page no. 9 & 10) of Special Instructions of this Tender regarding GST.   | <b>Central tax@ _____%</b><br><b>State tax @ _____%</b><br><b>Integrated tax@ _____%</b><br><b>Union territory tax@_____%</b> |

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## TENDER CONDITIONS

- 1) Tenders must be submitted in sealed covers and should be addressed to Senior Engineer / WCM, BHEL/BAP/RANIPET-632406, with full name and address of the tenderer and the name of the work being super scribed on the cover. Late offers & incomplete offers shall become liable for rejection.
- 2) The tender shall be submitted as given below.
  - Cover-1 shall contain the techno-commercial bid (Page 1 to 30) and all relevant documents.
  - Cover-2 shall contain only the price bid.(Part II Page 31)

Each of the above covers shall be super scribed with tender number, respective cover content detail as Technical bid, Price bid and withfull name and address of the tenderer.

Finally, all the above two covers shall be put in one single large cover and super scribed with the tender number, due date, name of the work and with full name and address of the tenderer.

- 3) **At the time of tender opening,**
  - Techno commercial bids of all tenderers will be opened first.
  - Price bids will be opened, after evaluation and suitability of technical bids.
  - If any of the tenders not fulfilling the Qualifying Requirements (QR) or non submission of valid documents within the time limit prescribed by BHEL, their offer shall be rejected.

The date & time of opening of price bid will be intimated to those tenderers who are technically qualified.

- 4) The Tender documents shall be published in the BHEL Web sites / Govt tenders web page / CPP Portal. Any clarifications/corrigendum in this regards will be given only through BHEL web-sites & CPP Portal and not in any other mode of communication. Bidders shall visit the web page periodically.
- 5) Contractor shall quote the rate in all the columns against each schedule of the rate schedule enclosed in Rupees & Paise only. In case of any difference in the rates quoted in figure and in words, the lower of the two rates will be taken as tendered rates. If any column is not filled, the offer shall be rejected.
- 6) All entries in the tender documents should be in ink only. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 7) In case the tenderer finds discrepancies or omissions in any of the tender documents or doubt as to their meaning, he shall at once address the authority inviting the tender, for clarification before tender opening.
- 8) Tenders shall be sealed and superscribed with tender number. Tenders submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE" (or) 'SPEED POST'(or) 'COURIER'.. These shall be posted with due allowance for any delay in postal delivery. On no account, tenders received after the due date and time fixed for receipt of tenders, will be accepted.
- 9) Last date & time for the receipt of the tender in the office of the Senior Engineer / WCM is on **12.10.2020 up to 14.00 Hrs.**
- 10) The Techno commercial bid will be opened in the office of the Senior Engineer / WCM is on **12.10.2020 at 14.30 Hrs.** in the presence of such of those tenderers who choose to be present.
- 11) BHEL reserves the right to reject the lowest or all the tenders without assigning any reason and to split up the quantity to more than one tenderer.

- 12) If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.
- 13) 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.
- 14) The tenderer should produce certificate of credit worthiness along with particulars of cash credit/overdraft/Bank Guarantee/solvency facilities for limits enjoyed by them and the extent of the utilization so far from their bankers.
- 15) Tender documents will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.
- 16) All tenders shall reach WCM on or before the specified scheduled date & time. Tenders submitted after the due date will not be considered. BHEL is not liable for loss/damage/delay of the tender documents in transit.
- 17) 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.
- 18) AGREEMENT: The tenderer after award of work by BHEL through letter of indent 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/-.The cost of stamp paper will be borne by contractor.
- 19) STAMPING THE AGREEMENT: The expenses of completing and stamping the agreement are borne by the contractor.
- 20) Tenderers should read the tender documents, general terms and conditions thoroughly and to be acknowledged by signing at the bottom side in all the documents papers and the same may be submitted.
- 21) If tenderer have any question arises about the tenders, they may please get it clarified from WCM during week days from 08.00 to 16.00 hrs with the under signed.

**22) The validity of the offer shall be 90 days from the date of tender opening.**

**23) Multiple Bids:**

The bidder in his own interest shall submit only one bid. 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 / officer/ 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."

**24) Fraud Prevention Policy:**

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

**25) 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 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.

**26) 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, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. ([http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf))

27) **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion or 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. "

28) "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."

**29) DESPATCH INSTRUCTIONS:**

- i) This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- ii) The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- iii) Tenders submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE" Or "Courier" Or " Speed Post" and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- iv) Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- v) 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.

- vi) 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.
- vii) Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information's furnished shall be completed by itself.
- viii) The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
- ix) All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.

### **GST REGISTRATION:**

The tenderers should register themselves with GST authorities of Govt. of India / Tamil Nadu as per statutory regulations. They should produce the copies of registration certificate and GST registration numbers along with their offer.

GST shall be paid extra and reimbursed by BHEL as applicable against the submission of documentary evidence and invoice as per GST act.

#### The following documents shall be submitted.

- i) Copy of GST registration certificate
- ii) Copies of challans for deposit of GST
- iii) Original GST invoice

A certificate showing that GST collected from BHEL has been remitted to tax authorities.

### **GST**

The Bidder shall not include GST in their quoted rates; but the bidder has to separately indicate the GST, amount and workings thereof in the Price bid schedule included in the bid documents.

If GST amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly.

**In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**

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.

**The following details to be furnished by the bidder:**

| S.No. | Details                                   | To be filled by the bidder |
|-------|---|----------------------------|
| 1     | GSTIN No. (Copy to be enclosed)           |                            |
| 2     | PAN No (Copy to be enclosed)              |                            |
| 3     | HSN Code & SAC Code (Copy to be enclosed) |                            |

If any change in GST (statuary 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 Contractor, the same shall be borne by the Contractor only. The required compliance under relevant statue shall be carried out.

**Taxes and Duties- Incl GST clauses to be applicable for the tender**

- i) The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.
- ii) IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %
- iii) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- iv) Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of GST 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 levied/ leviable on BHEL.
- v) Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.
- vi) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- vii) The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.
- viii) In case Contractor/ 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 levied/leviable on BHEL.
- ix) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- x) 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).
- xi) The Prices quoted above must be inclusive of all taxes and duties and **exclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- xii) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable

**GENERAL INSTRUCTIONS TO TENDERERS**

1. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted. Belated/late offers and incomplete offers shall become liable for rejection.
2. At the time of tender opening,
  - Technical bids of all tenderers will be opened first.
3. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
4. Tenders not submitted on the prescribed forms will be rejected.
5. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, house keeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
6. M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
7. Before submitting the quotation the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
8. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
9. The contractor's responsibility under this contract shall commence from the date of issue of LOA / WORK ORDER by BHEL.
10. (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of it's partners or dependents of partners employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.  
(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
11. In the event of expiry or incapacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
12. 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.
13. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
14. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.
15. The expenses for completing and stamping the agreement shall be to the contractor's account and to be carried out immediately as demanded by BHEL.
16. 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.

17. Tenderers shall not increase their quoted rates at any point of time.
18. 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.
19. 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.
20. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
21. In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.
22. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
23. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
24. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
25. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
26. In case negotiation if found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
27. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.  
In the course of evaluation, if more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidders(s) or their representative(s).
28. 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.
29. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.
30. In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
31. 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.

## 32. 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 willful 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 will be decided by BHEL from time to time and the availability of the combination of work.

## 33. Discrepancy in “words” &amp; “Figures”

- 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.

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**SPECIAL CONDITIONS OF CONTRACT**

- 1) This work shall be in force for Two Years from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
- 2) The rates quoted and accepted by you shall remain firm for the entire sceduled contract period including total extended period if any, and no compensation whatsoever will be paid for any escalation in respect of any element constituting the contract rates, except GST. GST will be reimbursed at the rate as per the Government's notification from time to time.
- 3) BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest Acceptable price to them inter-alia other reasons.
- 4) BHEL reserves the right to negotiate the L1 rate.
- 5) **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only. Clarification if any can be obtained from the undersigned before submitting the offer.**
- 6) The contractor should carryout the work at the place identified by the authority concerned within the premises of BHEL.
- 7) Tenderers are advised to go through the Scope of the work, Special conditions of the contract and the General conditions of the contract and understand fully before quoting. Any doubt in the documents should be clarified from BHEL, Ranipet before submitting their offer.
- 8) Before submitting offer, the tenderers are advised to inspect the site of work and its environments and be well acquainted with actual working and other prevalent conditions, position of materials and labour. The rates quoted shall remain valid for a period of 90 days from the date of opening of the tender.
- 9) The scheduled period of completion for this work will be Two years and the contractor will have to plan this work accordingly. Quantities shown in the attached schedules are indicative only and they are liable to vary depending upon the BHEL requirement. Any claim on account of variation of quantity will not be entertained. The period of contract may be extended on mutual agreement.
- 10) Rates quoted shall include all applicable terminal taxes leviabale under the state and central government rules, except GST (will be reimbursed by BHEL) . Bharat heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labours & staff deployed in the work.
- 11) BHEL will not be responsible for any loss / delay of documents sent by post / Courier.
- 12) All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender Documents. The bidder may have to produce original documents for verification, if so desired by BHEL.
- 13) In case of labour strength/working time has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
- 14) The contractor shall be solely responsible for the safe custody for the materials from the time the materials are handed over to him till the materials are delivered at the places specified and will

indemnify the Bharat Heavy Electricals Limited against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

- 15) In case of any neglect or refusal on the part of the contractor to provide sufficient labour for the aforesaid work or if in the opinion of Officer-in-charge, the services provided by the contractor are not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the money due to the contractor.
- 16) The contractor shall either supervise the work or provide sufficient supervisors to supervise the work of his staff. The supervisors employed by the contractor shall ensure proper outturn of work and discipline is maintained by the labours and in general to see that the works are carried out in a safe and proper manner.
- 17) 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.
- 18) 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 of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
- 19) 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.
- 20) The minimum safety equipments required to be provided for the contractor's workmen under this contract . It is the responsibility of the contractor not only to provide the work force with such safety equipments at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by with holding the amount recommended by BHEL /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to follow the BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly.
- 21) 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.

**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-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

c)The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "The Officer-In charge" means, the Officer deputed by the AGM/P&MS to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of AGM/P&MS, or person deputed by him for the particular purposes.

f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/P&MS authorised to invite tenders and enter into contract for works on behalf of the Company.

g)The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

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 recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

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

4. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and 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. 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.
11. 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.
12. SECURITY DEPOSIT:- NIL  
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.
13. ORDERS UNDER THE CONTRACT:- All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
14. CONTRACTOR'S SUPERVISION :- The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM to act on his behalf. 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 OFFICER-INCHARGE, to receive instructions.

15. The AGM/WCM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
16. LABOUR:- The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
17. PRECAUTIONS AGAINST RISK:- The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
18. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-  
The Contractor shall at his own expense 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 in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
19. LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.
20. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.  
If the Contractor shall :-  
(i) 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  
(ii) 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  
(iii) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.
21. RISK PURCHASE CLAUSE AS PER BHEL SOP 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 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.

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

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

If the Contractor,

- 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 AGM/WCM 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.
- 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.

23. 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 AGM/WCM which is final and conclusive) being
- d) less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor

- e) 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.

**24. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

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

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

**“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.”**

- 26. 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 AGM/WCM 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 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.

- 27. PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by AGM/WCM & Shipping

- 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. **FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.  
If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.
31. **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 shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.
32. 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 general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
33. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.
34. **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.
35. 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, GST Act and all other applicable Acts shall be complied with by the Contractor.
36. 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.

37. 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.
38. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
39. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
40. 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 deposite.
41. 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.

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### **SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR**

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. The contractor must be watched the contractor's workmen doing work like as binding and stiching Sorting, bundling, stocking of records and retrieving of records at archives / sections of Accounts Department with safe and good condition .
3. No file or Records of any kind shall be dropped or allowed to be dropped from any height.
4. Defective ladders shall not be used at all.
5. Inflammable materials shall not be stored near places where the sparks are likely to occur.
6. The necessary safety equipments such as Finger protector must be issued to the workmen and strictly to be used while carrying out the work.
7. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
8. The working area shall be kept clean and free from all obstructions.
9. 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.
10. All safety precautions are to be taken by the contractor at his cost.
11. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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

- 01 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02 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.
- (a) The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971..
  - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
  - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
  - (d) The Factories Act 1948 and the related Tamilnadu Rules.
  - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
  - (f) The Employees State Insurance Act 1948.
  - (g) The workmen's Compensation Act 1923.
  - (h) 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.

03 **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:

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

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

- 04 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.
- 05 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.
- 06 The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- 07 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.
- 08 The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

**09 Minimum Wages to be paid :**

The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time.

The Minimum Wages Act of Tamil Nadu Government shall be followed and the minimum wages have to be paid to the labourers accordingly. In addition, a sum of Rs.3200/- for USW, Rs.3700/- for SSW and Rs.4100/- for SW shall be paid per month per worker.

| Description                         | For Unskilled Worker (Rs.) | For Semi skilled Worker (Fresh ITI) (Rs.) | Skilled Worker ( ITI Holder with 3 years' Experience / Diploma Holder / BE Holder) (Rs.) |
|-------------------------------------|----------------------------|---|--|
| Basic Pay as on 01.04.2020          | 7,650 pm                   | 7,950 pm                                  | 8,205 pm   |
| Dearness allowance as on 01.04.2020 | 5,209 pm                   | 5,209 pm                                  | 5,209 pm   |
| BHEL Adhoc (2000 + 1200 ) per month | 3,200 pm                   | 3,700 pm                                  | 4,100 pm   |
| Total wage per month                | 16,059 pm                  | 16,859 pm                                 | 17,514 pm  |

- The statutory requirements like PF (PF Ceiling amount is Rs.15000/- only), ESI will be applicable for the above total wage of Rs.16059/Rs.16859,Rs.17514 for USW/SSW/SW respectively.. Bonus amount will be as per bonus act.
- Any minimum wage increase during the contract period will borne by the contractor.**

The statutory requirements like PF, 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. The contractor has to pay the wages to their workers through worker's Bank account only.

- The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10<sup>th</sup> day of the following month.
- 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.
- 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.
- 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.
- The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- 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 . . . . .
- A certificate of payment shall be furnished in duplicate by the contractor to the Engineer Incharge each month.
- 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.

18. 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 contract in the following form.
- a. Serial Number
  - b. Location
  - c. Period of work
  - d. No. of contract labour engaged during the month
  - e. No. of days worked
  - f. No. of mandays worked
  - g. Wages paid to his/her workers

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

19. REGISTERS RECORDS AND COLLECTION OF STATISTICS.

20. The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
  - b. Employment Card.
  - c. Service Certificate.
  - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
21. The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
22. Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
23. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
24. The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
25. 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.
26. 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.

WORKING HOURS AND WORKING CONDITIONS:

27. 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.
28. The contractor shall inform BHEL Management in the prescribed form details of 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.
29. 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.
30. 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.

31. The contractor shall give four paid national holidays to his workers, viz 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
32. 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.
33. No women worker shall be required or allowed to work in the factory except between the hours of 6:00 A.M. and 7:00 P.M.
34. 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.

**NOTICE OF ACCIDENT:**

35. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge 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.
36. 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).
37. "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 (l) of the Employee's Compensation Act, 1923.
38. 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. 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 paise.

39. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
40. 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.
41. 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 13.00% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
42. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
43. 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.
44. 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.
45. 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.
46. In case of non compliance 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.
47. 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.
48. **LD/Penalty clause:** If the contractor delays the work and to impose the penalty/LD for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
49. If the contractor is not able to provide the sufficient Staff for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor.
50. **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 if any will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
51. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license with proper endorsement etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences 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.

52. The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
53. The contractor shall check for exhaust emission test and obtain fitness for their vehicle once in 6 months in meeting the statutory norms laid by Tamil Nadu Motor Vehicle Rules.
54. The driver should keep the copy of relevant documents (Driving license, Road tax token, Registration Certificate, Insurance, Fitness Certificate, and Permit etc.) with the vehicle and produce as and when required by us or any government transport authorities. In case the original documents are required for verification it should be produced on demand.
55. Subject as aforesaid the provisions of the Motor Vehicle Act or any statutory modification or amendments or re-enactment there of and the rules made there under from time to time have to be followed by the contractors.
56. The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.
57. 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 other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.
- 58. The contract will be finalized based on the overall LOWEST value and to be awarded to single party only since split in schedules is not possible.**
59. 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.
60. 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”.
61. **General:** Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

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**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

|    |  |  |
|----|--|--|
| 01 | <b>NAME &amp; ADDRESS OF THE SUPPLIER / VENDOR<br/>PHONE NO. WITH STD CODE</b> | PAN NO. <input type="text"/>                 |
| 02 | <b>VENDOR CODE (as in WORK ORDER)</b>  | <input type="text"/>                         |
| 03 | <b>Details of Bank Account:</b>  |  |
| A) | <b>NAME &amp; ADDRESS OF THE BANK<br/>(WITH PIN CODE)</b>                      | <input type="text"/>                         |
| B) | <b>BANK TELEPHONE NUMBER (WITH STD CODE)</b>                                   | <input type="text"/>                         |
| C) | <b>BANK BRANCH CODE:</b>   | <input type="text"/>                         |
| D) | <b>MICR CODE</b>   | <input type="text"/>                         |
| E) | <b>ACCOUNT NUMBER</b>  | <input type="text"/>                         |
| F) | <b>TYPE OF ACCOUNT</b>   | CURRENT / OD / CASH CREDIT                   |
| G) | <b>VENDOR NAME AS PER BANK RECORDS</b>   | <input type="text"/>                         |
| H) | <b>BANK BRANCH RTGS IFSC CODE</b>  | <input type="text"/>                         |
| I) | <b>BANK BRANCH NEFT IFSC CODE</b>  | <input type="text"/>                         |
| J) | <b>VENDOR'S EMAIL ID (give two ids)</b>  | <input type="text"/><br><input type="text"/> |
| K) | <b>NAME OF AUTHORISED SIGNATORY</b>  | <input type="text"/>                         |

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

**Banker's Certification**

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

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
Signature Under Bank stamp)  
Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

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**NO DEVIATION CERTIFICATE**

This is to declare that we do not have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

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**Price bid**  
**Tender no.9800027E Dt.21.09.2020**

| Sl.No | DESCRIPTION OF WORKS  | APPROX QTY in Nos. | % Allocation |
|-------|---|--------------------|--------------|
| 1     | Arranging Debit Advice Slip Pass Order & other vouchers in serial order and binding with *thick wrappers in books of 300 Sheets.  |                    |              |
|       | <b>*A4 size 12.2 Gauge</b>  | 3500               | 37.0511%     |
|       | Rate for additional sheets from 1 to 50 sheets  | 300                | 0.5791%      |
|       | Rate for additional sheets from 51 to 100 sheets  | 500                | 1.1260%      |
|       | Rate for additional sheets from 101 to 200 sheets   | 200                | 0.5148%      |
|       | <b>*A3 size 12.2 Gauge</b>  | 700                | 9.4586%      |
|       | Rate for additional sheets from 1 to 50 sheets  | 100                | 0.1930%      |
|       | Rate for additional sheets from 51 to 100 sheets  | 150                | 0.3378%      |
|       | Rate for additional sheets from 101 to 200 sheets   | 100                | 0.2574%      |
| 2     | <b>Arranging and wrapper binding of Material Issue Vochers in books of 300 sheets each</b>  |                    |              |
|       | <b>*A4 size 12.2 Gauge wrapper</b>  | 600                | 6.3516%      |
|       | Rate for additional sheets from 1 to 50 sheets  | 100                | 0.1930%      |
|       | Rate for additional sheets from 51 to 100 sheets  | 100                | 0.2252%      |
|       | Rate for additional sheets from 101 to 200 sheets   | 100                | 0.2574%      |
|       | <b>*A5 size 11.0 Gauge wrapper</b>  | 900                | 5.1540%      |
|       | Rate for additional sheets from 1 to 50 sheets  | 300                | 0.5791%      |
|       | Rate for additional sheets from 51 to 100 sheets  | 400                | 0.9008%      |
|       | Rate for additional sheets from 101 to 200 sheets   | 200                | 0.5148%      |
| 3     | <b>Thick cardboard binding with Calico on edges in books of 200 sheets each</b>   |                    |              |
|       | <b>A4 size 1 1/2 L b cardboard</b>  | 500                | 9.3299%      |
|       | Rate for additional sheets from 1 to 50 sheets  | 200                | 0.3861%      |
|       | Rate for additional sheets from 51 to 100 sheets  | 100                | 0.2252%      |
|       | <b>A3 size 2 L b cardboard</b>  | 250                | 5.6301%      |
|       | Rate for additional sheets from 1 to 50 sheets  | 100                | 0.1930%      |
|       | Rate for additional sheets from 51 to 100 sheets  | 50                 | 0.1126%      |
| 4     | <b>Stitching of existing bound record after dismantling the same (only labour and Calio - no card boards)</b>   | 25                 | 0.1609%      |
| 5     | <b>Movement of files: from/ to Archives Room:</b><br>Sorting, bundling ,stocking of records and retrieving of records at Archives / Sections of Accounts Dept. Files are to be moved systematically from/ to Sections of Accounts Department and Archives. The rate per file to quoted. | 17500              | 20.2685%     |
|       | <b>Total Weightage in %</b>   |                    | 100.00%      |
|       | <b>LUMP SUM AMOUNT FOR TWO YEARS (Excluding GST) "ONLY" TO BE QUOTED BY THE BIDDER in Rs. -----&gt;</b>   |                    |              |

Total Lumpsum Amount (excluding GST) for Two Years in words: \_\_\_\_\_

\_\_\_\_\_ only)

Quoted GST: \_\_\_\_\_%

**Note:**

- The evaluation currency for this tender shall be INR.
- Individual item rates for the above schedules will be arrived based on the lumpsum amount quoted by the bidder & % percentage weightage indicated against each schedule. This amount shall be rounded off to the nearest Rupee.
- Applicable/Quoted GST amount will be extra & same will be taken into account while evaluating total cost to BHEL, for arriving at L1 bidder.
- Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.
- Payment shall be made for the actual quantities of work executed at the unit rate arrived as per Note No. (2)