



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
RANIPET - 632 406, INDIA

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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

INVITING TENDER	
Tender Notice No	9800064E, DT: 18.03.2021
Name of work	"Electrification of New ACs Installation Works at Admin Bldg. (Finance & Purchase floor), BHEL/Ranipet – reg"
Type of tender	Open tender (Two part bid).
Period of contract	Two Months.
Earnest Money Deposit (EMD) Amount	Rs.8,800/- (Rupees Eight Thousand and Eight Hundred only)
Last date & Time for Receipt of the Tender	02.04.2021 at 15.00 hrs.
Date of Technical bid Opening	03.04.2021 at 15.00 hrs.
(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid and/or s.
Place of submission of Tender	Tender Box placed in WCM Department (Engg. Building – Ground Floor (West Side), BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	SENIOR ENGINEER/ WCM DEPARTMENT ENGG. BUILDING –GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET, VELLORE DISTRICT, TAMILNADU– 632 406
Venue of the Tender Opening	WCM Department
<p>Note:</p> <ol style="list-style-type: none"> BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the BHEL web pages (https://www.bhel.com/corrigendum-) and CPP Portal only. Bidders shall keep themselves updated with all such developments. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tenders) and also in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app. 	

SENIOR ENGINEER / WCM
(ISSUING OFFICER)

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Minimum Wages calculation:-

Basic pay as on 01-04-2020	7650.00
Monthly Dearness Allowance as on 01-04-2020	5209.00
BHEL adhoc (2000+1200) per month	3200.00
Total wages per month	16059.00
PF@13.00% on total wages(Rs.15000/-)(contractor portion)	1950.00
ESI@3.25 on total wages(Rs.16059/-)(contractor portion)	521.91
Bonus @ 8.33% on effective wage of Rs.12859/-	1071.15
15 days EL amount per year for Rs.16059/- } =Rs.8029.50, value of EL portion/month	669.12
Four national holidays wages = Rs.535.30x4=Rs.2141.20, value/month	178.43
Total amount per Month	20449.61
Total amount per Year	245395.32

“Any increase in overall wages during the period of Contract, will have to be borne by the Contractor

SCOPE OF WORK

1. The contractor shall mobilize required men and materials to complete the work as per requirement of the BHEL.
2. BHEL reserves the right for extending the contract period based on the mutual agreement.
3. The quantities given on the Bill of materials against each schedule is tentative / approximate and is subject to variation without ending the contract to any compensation. There may be execution of excess quantum (or) Non-execution of any items given in the schedule (or) lesser execution of any items in the schedule.
4. The bidder shall note the clause (3) above before quoting.
5. Water, Electricity and compressed air will be provided by BHEL at one point at free of cost.
6. No advance / mobilization advance will be given.
7. All works shall be carried out as per standard specifications and instructions of Engineer-in-charge.
8. All materials, color, shade, brand, etc. shall be as per Instruction of the Engineer-in-charge before the start of the work and shall confirm to the latest standards.
9. Welding equipment's, and cutting M/Cs with Tools, Tackles are in contractor scope.
10. For contract workers, there is contract mess available inside the factory. The food is available at subsidized rates.
11. The period of contract is Two Months from the date of commencement will instruct by BHEL/Engineer. On receipt of this information, you have to be mobilized all the resources with one week. The billing will be done only for executed quantities. The quantity of each item in the schedule of work may vary to any extent depends up on actual requirement. The bidders are advised to visit our factory and ascertain the working condition before quotation.
12. The contractors are requested to quote realistic and reasonable rates for all the schedules, by keeping the business volume and duration of the contract period in mind.

13. Contractor's Supervision

The contractor shall either himself to supervise the execution of the contract or shall be appointed a skilled person/Site Engineer at Work Place, as to acceptable by BHEL to act in his stead.

Orders given to the skilled person/Site Engineer shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his skilled person/Site Engineer shall attend when required without making any claim for doings, either the office of the BHEL/Ranipet or the OFFICER-INCHARGE, to receive instructions.

BHEL/Ranipet 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.

14. Copy of authorization letter / power of attorney for skilled person/Site Engineer any to deal with BHEL/Ranipet (only in case of owner of the firm is different from authorized signatory).

15. After awarding the work, any documents have to sign with his usual signature only by the contractor. Contractor 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 authorized representative followed by the name and designation of the persons so signing. Contractor by a Company shall be signed with the name of the Company by a person authorized 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 authorized to do so, shall accompany the contract.
16. Supervisor should have Valid Electrical License as issued by Electrical THE ELECTRICAL LICENSING BOARD, Chennai. The same Person has to sign the completion certificate with layout after completion of work as per Rules & Regulation.
17. As per relevant Standards to be followed by contractor for Cable laying & installing of electrical items, etc.

QUALIFICATION REQUIREMENTS (QR):

S NO	DESCRIPTI ON	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs. 8,800/- Note: MSME vendors also have to pay the above EMD amount.	DD NO./Date
1	Eligibility	<p>a) The average financial turnover of the contractor during last 3 years of ending on 31st March 2020, should be at least Rs.1.32/-Lakhs and the bidder should submit Audited Balance Sheet and Profit & Loss Account for the last three years (2017–18, 2018–19 & 2019-20), duly certified by the chartered accountant / auditor.</p> <p>b) The contractors should have completed similar work successfully i.e. Similar works means 'HT Operation of 11kV' / O&M of Electrical Works in the field of HT/MV/LT / Installation of Electrical Works / Maintenance of HT/MV/LT substation, during the last seven years as on 31.01.2021 shall be any of the following three categories:</p> <p>i) Three similar completed works costing not less than the amount equal to Rs.1.76 Lakh.</p> <p>ii) Two similar completed works costing not less than the amount equal to Rs.2.20 Lakh.</p> <p>iii) One similar completed works costing not less than the amount equal to Rs.3.53 Lakh.</p> <p>c) The bidders must valid "ESA/EA/ESB/A" grade Electrical license from the state Electrical Licensing Board of Tamil nadu / Other states, for carrying out this work in the own Firm name only.</p>	
3	Document "Copies" to be submitted with tender.	a) LOA's of the works completed/ being executed in support of above-mentioned similar works.	
		b) Work Completion certificates for the LOA's referred. In case, the work is executed in any unit of BHEL, performance feedback certificate by BHEL.	
		c) "ESA/EA/ESB/A" Grade Electrical license from the State Electrical Licensing Authorities in the Firm Name.	
		d) Audited Balance Sheet and Profit & Loss Account for three continuous years out of four Financial Year i.e. 2016–17, 2017–18, 2018-19 & 2019-20), duly certified by the chartered accountant / auditor.	

Note:

- Those who are unable to comply the above points / unable to provide any of the above document be technically rejected and the price bid of the rejected offers will not be opened.
- Bidder may visit the Plant before submitting their offer to get to know the location for deploying suitable personnel for these works, equipment & understanding the scope of work (if required).**
- BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
- The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- 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. terms & conditions and complete, unqualified, unconditional bid.
- Deemed acceptance of Any conditional or incomplete Bid shall be regarded as non-responsive and would be liable to be rejected.

CHECK LIST (TO BE FILLED BY THE TENDERER)

S.no.	Description	To be filled by Tenderer
1.	Name of the Tenderer	
2.	Address for Communication	
3.	Email, Telephone & Mobile No.	
4.	Details of experience in Similar Work	Enclosed / Not Enclosed
5.	"ESA/EA/ESB/A" grade Electrical license Number	
6.	Copies of Audited Balance Sheet and Profit & Loss Account for three continuous years out of four Financial Year i.e. 2016-17, 2017-18, 2018-19 & 2019-20), duly certified by the chartered accountant / auditor.	Enclosed / Not Enclosed
7.	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
8.	The GST heads under which the enlisting person registered with Excise 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.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
11.	Income Tax returns filed acknowledgement for last 3 years are to be enclosed.	
12.	PAN no and documentary proof (Photo copy has to be enclosed)	
13.	Applicable GST quoted Note: Please refer clause no.55 (page no. 30) of Special Instructions of this Tender regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
14.	MSE Status of bidder (Micro or Small only) MSE certificate along with CA certificate. These details are required for Reverse auction purpose only.	_____

EMD payment details : DD No _____ Dt _____
Amount Rs. 8,800/-

IMPORTANT NOTE TO BIDDERS

Bidders are requested to submit their offers 'in a sealed cover' consisting of three inner sealed covers such as (1) EMD cover containing DD/Online payment receipt, (2) Technical Bid cover & (3) Price Bid cover all super scribing the name of the work, Tender Number, Due date etc.

- 1) EMD cover shall contain requisite EMD in the form of Demand Draft (DD)/Online payment receipt. EMD in any other form will not be accepted.
- 2) Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3) The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates for all the items in the price bid.

IMPORTANT NOTE

- 4) The tender shall be submitted as given below.
 - **Cover-1** shall contain the EMD alone. Tender without EMD will be summarily rejected.
 - **EMD of Rs. 8,800/-** for the work in the form of Demand Draft drawn from any Nationalized bank, in favor of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram Branch (Code: 7013) / Pay online (please ref. page no.7)/ 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) and enclose the payment details in the EMD cover. MSME vendors also have to pay the above EMD amount.
 - **Cover-2** shall contain the techno-commercial bid **(Page 01 to 37)** and all relevant documents.
 - **Cover-3** shall contain only the price bid. **(Page 38-39)**

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

Finally, all the above three 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

At the time of tender opening,

- Covers containing EMD, alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
- **Techno commercial bids of such of those tenderers who satisfy EMD requirements alone will be opened next.**
- Price bids will be opened, after evaluation of suitability of technical bids.
- If any of the tenders not fulfilling the laid down conditions (qualification criteria) 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.

BHEL has now made arrangements for payment of EMD thru' Online. The steps to make online payment is detailed as below:

- 1) Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2) Click 'Proceed' button
- 3) Select 'Tamilnadu' in the drop down menu under 'State of Corporate/Institution **'
- 4) Select 'PSU-PUBLIC SECTOR UNDERTAKING' in the next drop down menu under "Type of Corporate/Institution".
- 5) Click 'Go' button

ENQUIRY NO.9800064E

- 6) Select 'BHEL BAP RANIPET' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING'
- 7) Click 'Submit' Button
- 8) Select 'EMD' in the drop down menu under ' Select Payment Category'
- 9) 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.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.
- 5) (This earnest money deposit will be refunded to the unsuccessful Bidders after finalization of the award of work. In case of successful bidder, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with BHEL's General Conditions of Contract enclosed.
No interest will be paid on the earnest money deposit. EMD by the bidder will be forfeited if i) After opening the tender / price bid the bidder revokes his tender within the validity period or increases his earlier quoted rates ii) The bidder does not commence the work within the period as per work order / Contract. In case the Work order / Contract is silent in this regard then within 15 days after award of contract).
- 6) The Qualification/ Technical bid will be opened on 03.04.2021 at 15:00 hrs onwards. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized agents can participate in the tender opening for which they shall bring authorization letter for attending tender opening. Late offers & incomplete offers shall become liable for rejection.
- 7) **Bidders are required to submit their price bid in the BHEL format only.**
- 8) **Seeking clarification on Tender Specification:** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **Sr. Engineer /WCM- Phone no- 04172-284698.**
- 9) Offers received with any deviation or without relevant information are liable to be rejected.
- 10) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
- 11) **The bidder has to quote total amount for all the rate schedules excluding GST in Price Bid.**
- 12) **The tender offer should be kept valid for 3 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.
- 13) Quoted rates shall be firm throughout the contract period and extended contract period also and no cost escalation is allowed on any account.
- 14) **The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.**
- 15) **The contract may be pre closed as decided by BHEL during tenure of the contract with one-month prior intimation.**
- 16) 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."

- 17) **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**
- 18) If the contractor is not able to provide the Service, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
- 19) The contractor shall pay necessary taxes.
- 20) The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.
- 21) 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.

GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.

Tenders must be submitted **in sealed covers** and should be addressed to
**DY. MANAGER, WCM DEPARTMENT,
ENGG. BUILDING –GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET – 632 406.**

The Name, Address of the Bidder and the name of work shall be clearly mentioned on the cover.

2. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Ranipet-6 up to **15.00Hrs on 02.04.2021 in the prescribed form and will be opened on 03.04.2021 at 15.00Hrs** in the presence of such of those tenderers or their agents, who may choose to attend, with authorization letter from the tender.
3. Tenders must be submitted in sealed covers and should be addressed to WCM Department (Engg. Building – Ground Floor (West side), BHEL –BAP- Ranipet – 632 406. 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.
4. 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.
5. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
6. The tenderer should fill and sign the **“checklist of this Tender document page no 6” which forms part of the technical bid.**
7. 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.
8. 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.
9. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
10. "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.
11. If a tenderer withdraws his offer after submission or after acceptance, fails to engage sufficient Man power in accordance with the instructions of the Sr. Manager/M&S, Electrical Services, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.
12. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.

13. Tenders submitted by post should be sent through “REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier”. The tender should be posted with due allowance for any delay in postal delivery. **The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.**
14. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
15. The earnest money deposited by the successful tenderer will be retained towards Security Deposit for the due fulfillment of the contract.
16. 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 tenderers.
17. 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.
18. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
19. Tenders not submitted in the prescribed forms are liable for rejection.
20. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
21. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS, drawings, specifications and other documents also form part of the agreement to be entered into.
22. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.
23. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
24. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
25. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc. for the labourer & staff deployed in the work.
26. The contractor will have to submit the GSTIN Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

27. If the bidder finds discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
28. Quantities shown in the attached schedules are only approximate.
29. Should a Bidder 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 tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
30. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may be at the discretion of cancel such tender.
31. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
32. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder 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.
33. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
34. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
35. The General and Special Conditions of Contract are complimentary 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 Bharat Heavy Electricals Limited shall apply.
36. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.
37. **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. The Contractor shall insure all his materials, tools, tackles etc. and also for third party.**
38. **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.

SPECIAL CONDITIONS OF THE CONTRACT

1. BHEL reserves the right to increase or decrease the tendered quantity.
2. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
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. This work shall be in force for Two Months 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.
7. The contractor should carry out the work at the place identified by the authority concerned within the premises of BHEL.
8. 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 Local Site Fabrication Department of BHEL, Ranipet before submitting their offer.
9. This original "Tender Documents" should be submitted to us duly signed and stamped in all the pages of the Tender Specification, General conditions and special conditions etc. by the Tenderer including any deviations from tender conditions.
10. All entries in the tender documents should be in one ink. Tenderer shall duly sign all cancellations & insertions. The quoted rates shall be firm for the contract period of Two Months. In quoting the rates, the tenderers are advised to take in to account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender and during the currency of the contract.
11. 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.
12. Rates for each item of works in the Rate Schedule should be quoted in Rupees & Paise only. The rates shall be for the finished work at site. Rates shall be both in figures and words. In case of any difference in the rates quoted in figures & words, the lower of the two rates will be taken as the tendered rate.
13. The scheduled period of completion for this work will be Two Months 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 shop production. Any claim on account of variation of quantity will not be entertained. The period of contract may be extended on mutual agreement.
14. Rates quoted shall include all applicable terminal taxes leviable 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.

15. BHEL will not be responsible for any loss / delay of documents sent by post / Courier.
16. 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.
17. The Tenderers should specify whether they are doing any other work of same nature within the State of TAMIL NADU at present.
18. 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.
19. The contractor shall name a place of business, which is to be approved by the Officer-in-charge for the purpose of his office. At this office, there shall be a person (contractor's representative) present during the regular business hours to receive and carry out instructions.
20. 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.
21. 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.
22. 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.
23. BHEL will not be responsible for the idle labour of the contractor for whatever reasons.
24. 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.
25. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
26. 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.
27. 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.
28. 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.

29. REVERSE AUCTION: (Ref: AA: SSP: RA:05 Dated 08.03.2021): -

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

Safety Rules

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. 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.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment such as gloves, helmet etc. must be issued to the workmen by the contractor and strictly to be used while carrying out the work.
8. 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.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. 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.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

GENERAL CONDITIONS OF CONTRACT**1. Despatch Instructions:**

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 superscribing the name of work as given in the tender notice.

The tender shall be addressed to Officer inviting tender as indicated in the tender notice.

Tenders submitted by post shall be sent by “**REGISTERED POST WITH ACKNOWLEDGEMENT DUE**” 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.

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.

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.

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.

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.

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.

2. Data to be Furnished:

Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.

An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign).

In Case of an Individual:

His full name, address and place and nature of business shall be indicated.

In Case of Partnership Firms:

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

In Case of Companies:

Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.

Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.

In addition to the above, the particulars required in annexure shall also be furnished.

3. AUTHORISATION AND ATTESTATION:

Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

4. VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from the date of tender opening. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidders.

5. EXECUTION OF CONTRACT:

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.

6. 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.

The security deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay order, Demand Draft in favour/ of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificate, Kisan Vikas Patra etc. (certificates should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank guarantee from scheduled banks / Public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by scheduled banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit shall be furnished before start of the work and the balance 50% may be recovered from the running bills.

- viii) 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.
- ix) EMD of the successful tenderer can be converted and adjusted against security deposit.
- x) EMD and Security deposit shall not carry any interest.

Security deposit shall be refunded only after successful completion of the contract with BHEL's satisfaction.

- 7. 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.
- 8. 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.

9. REJECTION OF TENDER AND OTHER CONDITIONS

The acceptance of tender will rest with BHEL which does not bind itself to accept the slowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

To reject any or all of the bidders.

To award the work in part.

Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.

Conditional and Un witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

BHEL will not be bound by any power of Attorney granted by the bidder or by 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.

If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.

Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.

Should a bidder or contractor or in the case of a firm or company of contractor's one or more of its partners/shareholders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

10. DEFINITION:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

BHEL or (B.H.E.Ltd) shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

“GENERAL MANAGER”

Shall mean the officer in Administrative charges of contracting unit of BHEL.

“ENGINEER” or **“ENGINEER IN CHARGE”** shall mean Engineer who is in-charge for the works referred.

“SITE” shall mean the place or places at which the plants/equipment are to be erected and services are to be performed as per the specification of this contract.

“CONTRACTOR” shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators and successor and permitted assignees.

“CONTRACT” or **“CONTRACT DOCUMENT”** shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.

“GENERAL AND SPECIAL CONDITIONS OF CONTRACT” shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.

“TENDER SPECIFICATIONS” shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site information's and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification.

“TENDER DOCUMENTS” shall mean the General and Special Conditions of Contract and tender specification.

“LETTER OF INTENT” shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

“COMPLETION TIME” Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which is found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

“PLANT” shall mean and cannot the entire assembly of the plant and equipment covered by the contract.

“EQUIPMENT” shall mean all equipment, machinery, materials, structural, electrical and their components of the plant covered by the contract.

“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.

“APPROVED” “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.

“WORK OR CONTRACT WORK” shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipment to the entire satisfaction of BHEL.

“SINGULAR AND PLURAL ETC” works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.

“HEADINGS”

The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

“MONTH” shall mean calendar month, unless specified otherwise in the tender.

“WRITING” shall include any manuscript typewritten or printed statement under the signature of BHEL.

LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).

ISSUE OF NOTICE:

The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

USE OF LAND: No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

11. COMMENCEMENT OF WORKS:

The Contractor shall commence the works within the time indicated in the Letter of Award from BHEL and shall proceed with the same with due expedition without delay.

If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHELs other rights and remedies in this regard. All the works shall be carried out under the direction and to the satisfaction of BHEL.

The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.

12. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.

These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

Based on the above quantity, contractor shall prepare the bills in prescribed Performa and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.

All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.

The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor. The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.

If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.

Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

Final measurement bill shall be prepared in the final bill preformed prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL.

Contractors shall give unqualified „No Due and „No Demand certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work.

After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of payment. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

13. **RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.

To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.

To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.

To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

Contractor's continued poor progress.

Withdrawal from or abandonment of the work before completion of the work.

Corrupt act of contractor.

Insolvency of the contractor.

Persistent disregards to the instructions of BHEL.

Assignment transfer, sub-letting of the contract without BHEL's permission.

Non-fulfillment of any contractual obligations.

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.

LD/Penalty:

If contractor delays the work, Penalty/LD will impose at the rate of ½% of the particular BOQ value per week of delay or part thereof subject to a ceiling of 10% of particular BOQ value.

To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.

To affect recovery from any amount due to the contractor under this or any other contract in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.

To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.

To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor's and to recover the expenditure on account of the same from contractor's bills.

While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.

In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

12. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.

The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.

As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.

The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.

The contractor shall comply with all state and Centrals Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.

The contractor shall pay GST on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or otherwise as deemed fit.

The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.

The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.

The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.

All the properties/equipment/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipment/components shall be deemed to be in good condition when received by the Contractor's unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.

It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL.

However, depending upon the availability/ possibility BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractor's bills/security deposit in one installment.

The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.

In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.

Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guard's signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles, etc., as per prescribed standards and practices.

The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.

In case of any class of work for which there is no such specification as laid down in the Contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.

Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.

The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.

Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

15. CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.

In case BHEL completes the work under the provision of this condition, the cost of such Completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL. s

16. INSURANCE:

It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.

If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.

If due to contractor's carelessness, negligence of non-observance of safety precautions damage to BHELs /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.

It shall be the responsibility of the contractor to provide security arrangement for the materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.

17. STRIKES & LOCKOUTS:

The contractor will be fully responsible for the entire dispute and other issues connected with his labor. In the event of the contract labor resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its own labor or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.

For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.

18. Compliance with Labour laws Including laws pertaining to PF, ESI, Contract Labour, such as Contract Labour (Regulation & Abolition) Act, 1970, Industrial Disputes Act, 1947, Employees' Provident funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 Factories Act, 1948 and the rules made thereunder.

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. 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.

21. The expenses for completing and stamping the agreement shall be to the contractor's account.
22. 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.
23. Tenderers shall not increase their quoted rates incase 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.
24. **The “GENERAL CONDITIONS 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.**
25. 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.
26. **IMPORTANT NOTE:**
 - i) All the above expenditures shall be borne by the Vendor.
 - ii) Daily: Meals Coupon shall be arranged for all persons, to eat at BHEL Canteen.
 - iii) Any Leave availed by your workers, more than the Government norms, will attract Wage cut on Pro rata basis.
 - iv) All the Terms and conditions mentioned, in this contract and Relevant Statutory requirements Shall be followed 100%.
 - v) All the Expenditures towards Supply of Items, Salary, Bonus, tools, consumables, Grass cutting Machine, etc. shall be borne by the Vendor.

26. a) Arbitration

- i) 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.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- iv) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

27. Risk Purchase

- i) In case of any neglect or refusal on the part of the Contractor to:
 - commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it.

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is 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 BHEL or the same shall be recovered from the Contractor by other means.

d) 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.

28. 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 therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by AGM/M&S subject to prompt notification by the contractor.

29. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated.

30. 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.

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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."

31. 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.

32. Minimum Wages to be paid:

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	7950 pm	8205 pm
Dearness allowance as on 01.04.2020.	5,209 pm	5,209 pm	5,209 pm
BHEL Adhoc per month	3,200 pm	3,700 pm	4,100 pm
Total wage per month	16,059 pm	16,859 pm	17,514 pm

33. Any increase in minimum wages during the Period of the Contract, also to be paid by the Contractor with in the quoted Rates.

34. The statutory requirements like PF(with ceiling of Rs.15,000), 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. The contractor has to pay the wages to their workers through worker's Bank account only.
35. The Contractor shall remain liable for the payment of all wages or other moneys to his work-men 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.
36. 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.
37. 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.
38. 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.

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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.

39. 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.
40. 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).
- a) Muster Roll
 - b) Register of Wages
 - c) Register of Deductions
 - d) Register of Overtime
 - e) Register of Fine
 - f) Register of Advance
 - g) Wage slips
 - h) Register of Accidents
 - i) Register of Leave with Wages
 - j) 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.

41. In case a contract labourer 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.
42. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
43. Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
44. As per employees PF and misc. provisions Act 1952, the employee's contribution payable at present is 12% of wages which shall be recovered by the Contractor from the wages of his workmen and the contractor should pay equal contribution in addition to any administrative charges (In total :13%) in this behalf that may be decided from time to time. Remittance shall be made on time (i.e. on or before 15th of the following month).

45. GST:**Registration & GST Rate**

- 1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- 2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- 3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- 4. 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

- 5. 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 :-

- a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. 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. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. 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.
8. 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.
9. 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).
10. 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

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

Anti-profiteering Measure

12. 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.

Other Provision

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).

14. 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).
15. 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.
- 16. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
- 17. Taxes:**
- a). GST is applicable at extra.
 - b). The Expenditure can be met for Capital Budget.
 - c). Submitted for the approval.
18. 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)	

46. 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.22.07.2020 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf).

47. 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.
48. Clause in case of Tie: "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 L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

- 49. 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. "

SPECIAL CONDITIONS TO THE TENDER:

1. The tender is floated on two part bid basis i.e., (1) Techno commercial bid and (2) Price bid.
2. From the technically qualified bidders, based on the Lowest standing (L1) in the price bid evaluation rating, Work will be awarded to L1 bidder.
3. Minimum wages have to be paid by the Contractor to all their staff engaged, as per government of Tamil Nadu wages act.
4. BHEL ADHOC payment of Rs.3,200/- pm to USW has to be paid by the Contractor.
5. ESI shall be paid by the Contractor, considering BHEL Adhoc. payments also.
6. PPE's (Personnel Protective Equipment) must be provided for all workers by the Contractor at his cost and has to ensure for using the same.
7. Safety rules shall be followed by all working Personnel.
8. Any increase in wages by Government of Tamilnadu during the period of the contract, to be borne by the Contractor within the quoted rates.

9. **Safety Condition**

The Contractor has to ensure using personnel protective equipment's for their employees while working inside BHEL/Ranipet

Recovery and penalty

10. If contractor delays the work, Penalty/LD will impose at the rate of ½% of the particular BOQ value per week of delay or part thereof subject to a ceiling of 10% of particular BOQ value.
11. 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. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
12. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 15 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.**
13. 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.
14. 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.
15. **Discrepancy in "words "& "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

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- 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.

16. **Payment terms: 100% payment shall be made by BHEL after actual completion of work and performance of the same on submission of your invoices/bills (in Triplicate) duly certify by the user department. It will be made within reasonable time from the date of submission of bills along with all the enclosures as required by the BHEL.**

Payment through electronic fund transfer (EFT)/ RTGS only after deducting bank charges.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. "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 lakhs)
 - 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.
- 21. 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.
- 22. 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".
- 23. **The contract will be awarded to the overall lowest bidder as splitting of work schedules between the bidders is not possible.**
- 24. The successful Bidder whose tender is accepted for awarding the Contract shall enter into a Contract at his cost on a valid Non-Judicial Stamp Paper of value of Rs.100/- (Rupees One Hundred only). The Contract agreement shall be executed by the L1 bidder within 30 days from the date of issue of work order/LOA.
- 25. After award of Contract, if bidder fails to execute Contract Agreement, then the EMD submitted by the particular vendor will be forfeited in addition to other Legal Proceedings / Action as per Guidelines for Suspension of Business Dealings.

DECLARATION FROM BIDDER

We hereby declare and confirm that we have understood the works as per tender 9800064E, dated 18.03.2021 and acquired full knowledge and information about the total works involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of works.

Also we declare that, we fully comply with all the requirements of the tender and confirm our willingness to participate in RA process if BHEL decides to go for RA.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

NO DEVIATION CERTIFICATE

This is to declare that we do not have any deviations in the stipulations of your tender no **9800064E, dated 18.03.2021** and accordingly accept all the stipulations without any reservations whatsoever.

Date:

Authorized Signatory

Place:

Name

Designation

Company Seal

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

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

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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PRICE BID (PART-II)
SCHEDULE OF RATES (SOR)
(To be submitted in a separate Envelope)

Name of the work: "Electrification of New ACs Installation Works at Admin Bldg. (Finance & Purchase floor), BHEL/Ranipet".

Contract period: Two Months

Dt.: 18.03.2021

Annexure I

SI No	Description	Unit	Qty	% Weightage of each item amount w.r.to Total amount (excluding GST)
1	Supply and Laying of 3.5 Core 185 sq.mm Aluminium Conductor , XLPE insulated, Armoured, 1.1kV grade power cable of as per IS Standard direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc., as required. Route marker shall be fixed on every 15 meter interval and at every corner with suitable civil means. Supply of route indicator and fixing MS angle is vendors scope. Make: havells, finolex, polycab, kundan	Metre	200	53.05268%
2	Supply and making of end termination with brass single compression gland and aluminium lugs for 3.5C x 185 sq.mm aluminium Conductor, XLPE insulated, Armoured, 1.1kV grade power cable.	No	2	0.93204%
3	Supply and Fixing of 8 way X 63 A TPN MCB distribution box as follows. Eight numbers of 63A 3P 'C' Curve MCB as outgoing with 200A, 3P MCCB with overload and earth fault protection (1No) as incoming, with suitable neutral link and earth link .The panel shall be Phosphatized and powder coated finishing. Required Incoming & outgoing Adopter Box for connection cables & Interconnection is vendors scope. MCB DB, Adopter box, MCB (08nos) and MCCB (01 no) are vendors scope of supply. MAKE of MCB DB & MCB : SIEMENS, L&T, BCH, SCHNEIDER	Set	1	8.83381%
4	Supply & Laying 4 Core 25 sq.mm aluminium Conductor, Armoured, XLPE insulated power cable of 1.1kV grade as per IS Standard on surface / wall with suitable clamping & 2 runs of 8 SWG GI Wire for earthing. Make: Havells, Finolex, Polycab, Kundan	Mtr	250	12.44837%
5	Supply and making of end Termination of 4 Core 25 sq.mm aluminium Conductor, Armoured, XLPE insulated power cable .	No	8	0.94698%

6	Supply and Fixing (recessed in the Wall) of 20 A TPN MCB distribution box as follows. Twelve numbers of 20 A SP 'C' Curve MCB as outgoing with 63 A, 4P 'C' Curve MCB (1 No) as incoming, with suitable neutral link and earth link. MCB DB shall be Phosphatized and powder coated finishing. Required Incoming & outgoing Adopter Box for connection cables & Interconnection is vendors scope. MCB DB, Adopter box, MCB (12 nos) and MCCB(1 no) are vendors scope of supply. MAKE of MCB DB & MCB : SIEMENS, L&T, BCH, SCHNEIDER	Set	4	7.14491%
7	Supply and Wiring for circuit / sub main wiring along earth wire with the following sizes of FRLS PVC insulated copper conductor single core cable in surface / wall with recessed 2mm thick PVC conduit, as required. Make: Havells, Finolex, Polycab, Kundan 2 x 2.5 sq.mm for Ph and Neutral + 1 x 2.5 Sq. .mm Earth wire	Metre	600	9.23443%
8	Supply & Fixing of Double pole 20A 'C' Curve MCB with two pole MCB box and the box shall be fixed on wall / recessed with MCB fixed on the MCB box. MCB box shall be Phosphatized and powder coated finishing. MCB Box and MCB is vendor scope of supply. Make of MCB DB & MCB : SIEMENS, L&T, BCH, SCHNEIDER.	No	35	7.40678%
9	LUMP SUM AMOUNT IN RUPEES FOR TWO MONTHS (Excluding GST)"ONLY" TO BE QUOTED BY THE BIDDER in Rs. ----->			
10	(Lump sum Amount for Two Month in Rupees Excluding GST) in Words _____ only).			

Applicable GST _____ % is extra

Note:

- Individual item rates for the above 8 schedules will be arrived based on the lump sum 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 towards sl. nos. 1 to 8 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 Sl.no.1.
- Price quoted shall be Firm throughout the contract period and in case of extension period also.
- The GST amount paid by the contractor shall be fully reimbursed by BHEL. If not specified in the tender separately (page no.6, sl.no.7), the rates quoted will be treated as inclusive of GST.
- The above amount are quoted after having fully read and understood the enquiry terms and conditions.
- The evaluation currency for this tender shall be INR.