



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

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WORKS CONTRACT MANAGEMENT DEPARTMENT

NOTICE INVITING TENDER	
Tender Notice No	9810015E, Dt 30.07.2021
Name of work	Conducting “Performance Guarantee Tests” for ESP (Electrostatic precipitator) at various sites.
Type of tender	Open tender (Two-part bid).
Period of contract	Two Years from the date of commencement of work.
Earnest Money Deposit (EMD) Amount	Rs. 1,56,400/- (Rupees One Lakh Fifty Six Thousand and Four Hundred only)
Last date & Time for Receipt of the Tender	10.08.2021 14:00 Hrs.
Date of Technical bid Opening	10.08.2021 14:30 Hrs. onwards.
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
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/Reverse Auction.
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:	Sr. Engineer / WCM DEPARTMENT ENGG. BUILDING –GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET, RANIPET DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	WCM DEPARTMENT
Note- <ol style="list-style-type: none"> Contract will be finalized through reverse Auction. The tendered quantity will be split among TWO bidders in the ratio of 2:1 to L1 and L2 (or other bidder, in the order of ranking, who accept to the L1-rates). The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and in Central Public Procurement Portal (CPP) website: http://eprocure.gov.in/epublish/app Interested bidders may alternately collect hard copy of tender specification documents at free of cost from WCM Dept. / BHEL / Ranipet on all working days (between 10.00 to 17.00 hrs.). 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 web pages (www.bhel.com > Tender notifications > view corrigendum) only and not in the newspapers. Bidders shall keep themselves updated with all such developments. BHEL, Ranipet reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past. 	

Note: TENDERER HAS TO SIGN AND SEAL ALL THE PAGES OF TENDER DOCUMENT ALONG WITH ALL SUPPORTING DOCUMENTS.

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Details to be filled by the Bidder

Sl.no.	Description	To be filled by Tenderer
1.	Name of the Tenderer	
2.	Address for Communication	
3.	Telephone Mobile No Mail Id.	
4.	Details of experience in Similar Work	
5.	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6.	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
7.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
8.	PAN no. and documentary proof (Photo copy has to be enclosed)	
9.	Registration under GST, GST No. (Photo copy has to be enclosed)	
10.	The GST heads under which the enlisting person registered with Excise Authorities and copy of GST registration certificate has to be enclosed	
11.	Applicable GST quoted Note: Please refer (page no. 17 & 18) of Special Instructions of this Tender regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%

SCOPE OF WORK

1.0 Introduction

ESP Performance guarantee test is to be conducted in Electro Static Precipitators (ESP) in various Thermal Power Plants across India. Procedure for conduct of test is approved by BHEL's customers for the respective projects. (Sample procedure is attached). The collection efficiency is calculated based on the dust concentrations at the inlet and outlet of precipitator.

The objective of the performance guarantee test is to determine the collection efficiency, pressure drop and auxiliary Power consumption of Electrostatic Precipitator as per procedure.

This work involves (A) measurement of parameters like flue gas flow rate, flue gas temperature, dust concentration at the inlet & outlet of electrostatic precipitator, corona / auxiliary power measurements. (B) Providing of service engineer for the above work and (C) Co-coordinating with the project in charges in accomplishment of the work.

1.1 Scope:

- i.Measurement of gas flow, temperature, inlet and outlet dust concentrations for computing of efficiency of ESP.
- ii.Measurement of corona / auxiliary power.

A typical 500 MW and above unit ESP consists of maximum 6 Passes (in most cases 4 passes) with each pass having 2 inlet ducts & 2 outlet ducts. Tests are normally conducted in each ESP separately with 4 sets of instruments simultaneously. (2 each at inlet and outlet).

A typical 270 MW and below unit ESP consists of maximum 2 individual passes with each pass having 2 inlet ducts & 2 outlet ducts. Tests are normally conducted in each ESP separately with 2 sets of instruments simultaneously (1 each at inlet and outlet).

Following are the brief steps involved in the performance guarantee test.

- a) Checking of ESP field data, Physical verification of rapping system in both auto and manual mode and Verification of chocking of hoppers. Providing the verified data in the prescribed format to Engr.in Charge of BHEL for corrective action. Verification and ensuring corrective action taken.
- b) Inspection of all test location for approach, cleaning of test pockets, power supply, lighting arrangements.
- c) Verification of test kit as per packing list.
- d) Cleaning and Assembling of Pitot tubes, thermocouples, sampling probes and marking of points.
- e) Testing of instruments – Vacuum pumps, manometers, thermocouples, temperature indicators, and gas meters. Check all the hose connections and arrest leakages in the instruments.
- f) Initial and final weighing of thimbles (filters) in laboratory as indicated in the procedure booklet.

- g) Measurement of velocity, pressure and temperature using Pitot, Manometer & thermocouple at each of the test location (duct). Duct is divided into grid points as shown in the attached typical drawings. Typically, the measurements should be done in 36 grid points in each location of inlet and outlet. Accurate measurement is essential to arrive at gas flow. All the readings are recorded in a prescribed log sheet in the presence of customer representative. Intermediate calculation will be done during the test for arriving at isokinetic sampling rates.
- h) Measurement of dust concentration: sampling probe along with Thimble Sampling trains are used to sample flue gas at each location in approximately 36 grid points for about 3 minutes in each point. Thimbles are fixed in the sampling probe to filter the dust present in the sampled gas.
- i) The test location is located approximately at 23-25-meter elevation. The testing locations are in the ducts which are in open atmosphere.
- j) Test may be required to be done at night hours also and have to work up to 12-13 hrs., per day during the test period.
- k) Before leaving the site after completion (or) otherwise, all instruments to be properly cleaned, and accounted for all items. Also ensure proper working condition of test kit. Handing over of test kit with Packing list to BHEL Site office / Engineer-in-charge of BHEL.
- l) Typical inlet parameters are given below:

Rating	Gas flow in m ³ /sec	Flue gas temperature in Deg C.	Dust concentration in gm/Nm ³ .
500 MW	800-900	120 -150	35-65
600 MW	900-1000	120 -150	45-50
700 MW	1000-1100	120 -150	50-55
800 MW	1000-1200	120 -150	50-55

Ambient temperature range: 27 Deg C to 45 Deg C

- m) Test duration:

Approximate duration is given below:

Sl. no	Activity	Appx. Duration	
		270 MW & below	500 MW & above
1.	Assembly of test kits & checking, test pocket opening etc.,	2 days	2 days
2.	Preparation of thimbles, heating in oven, weighing etc.,	1 day	1 days
3.	Trial test	2 days	2 days
4.	Test	4 days	4 days
5.	Weighing of thimbles, final minutes, cleaning, testing and packing of test kits	1 day	1 days
Total		10 days	10 days

The period indicated is based on past experience only. However, there may be delay or early completion possibilities depending on the site conditions like unit availability, full load operation, outages, number of PG Test in a unit as per contractual agreement with customer by BHEL (like PG Test with all fields in working condition,

with (N-1) Field, two or three test etc., No additional charges will be applicable for the extended stay up to 3 days. Refer Payment terms for details.

1.2 Skills required by testing personnel

- a) Qualification: Service engineer (Minimum Diploma in any discipline) - 4 Service engineer for a typical 500 MW unit and above.
- b) Qualification: Service engineer (Minimum Diploma in any discipline) - 2 Service engineer for a typical 270MW unit and below.
- c) Testing team shall comprise of minimum one Mechanical and one Electrical or Electronic engineer.
- d) Should familiarize themselves with US EPA Method 17 Standards for emission measurement.
Link: <https://www.epa.gov/sites/production/files/2017-08/documents/method17.pdf>
- e) Should familiarize themselves to troubleshoot the kit problems like leakages, electrical connection, display settings, vacuum pump and inspection of ESP field, rapping system, controller etc.,

1.3 BHEL Scope:

- a) Team leader
- b) Unskilled workers.
- c) Test instruments and its calibration.
- d) Consumables.
- e) Report preparation.

1.4 The test procedure and readings ascertained is the property of BHEL and should not be used or divulged in any form of whatsoever in nature to anybody.

2.1 Project details: Indicative list of projects are attached. List may likely to change based on actual requirement during execution. The contractor should be in a position to depute the team to assigned site within 5 days from the date of deployment order / communication.

1	Name of The Power Plant	Projects located across India. The indicative list of projects is attached. BHEL may add /delete projects as per the requirement.
2	Place of the Power Plant	
3	Environment	Normal Thermal Power Plant conditions
4	Remarks	Before offering his/her/their tender, the Tenderer has to thoroughly acquaint with the site conditions in general in all power plants with reference to Operating procedures inside the plant, HSE rules prevailing, site interference problems etc. No compensation or revision of rates will be entertained at a later date for not having proper knowledge of the site conditions.

INDICATIVE LIST OF PROJECTS (500 MW & ABOVE)

Sl. No.	Cust no.	Project	Rating	Customer	PG Test Plan	SECTOR	REGION
1	R817	GADARWARA-1 ESP	800	NTPC	21-23	PS	NR
2	R818	GADARWARA-2 ESP	800	NTPC	21-23	PS	NR
3	R802	YERAMARUS 1	800	RPCL	21-23	PS	SR
4	R802	YERAMARUS 2	800	RPCL	21-23	PS	SR
5	R833	KRISHNAPATNAM-3	800	APGENCO	21-23	PS	SR
6	R825	NTPC-DARIPAL-1EP	800	NTPC	21-23	PS	SR
7	R826	NTPC-DARLIPALI 2 EP	800	NTPC	21-23	PS	SR
8	R819	NTPC-LARA-1 ESP	800	NTPC	21-23	PS	SR
9	R820	NTPC-LARA-2 ESP	800	NTPC	21-23	PS	SR
10	R700	BELLARY 3	700	KPCL	21-23	PS	SR
11	R637	LALITPUR 3	660		21-23	PS	NR
12	R632	PRAYAGRAJ 1	660		21-23	PS	NR
13	R633	PRAYAGRAJ 2	660		21-23	PS	NR
14	R634	PRAYAGRAJ 3	660		21-23	PS	NR
15	R631	RAYALASEEMA 6	660	APGENCO	21-23	PS	SR
16	R652	IB VALLEY TPS -3	660	OPGC	21-23	PS	ER
17	R653	IB VALLEY TPS -4	660	OPGC	21-23	PS	ER
18	R660	NABINAGAR-ESP-2	660	NTPC	21-23	PS	ER
19	R654	SURATGARH STPS-7	660	RVUNL	21-23	PS	ER
20	R623	JHABUA 600MW -1	600		21-23	PS	WR
21	R609	SHREE SINGAJI-2	600	MPGCL	21-23	PS	SR
22	R545	HNPCL-VIZAG-1	520	HNPCL	21-23	PS	ER
23	R531	MARWA-1 500 MW	500	CSPGCL	21-23	PS	ER
24	R532	MARWA-2 500 MW	500	CSPGCL	21-23	PS	ER
25	R540	VINDHYACHAL 10	500	NTPC	21-23	PS	WR
26	R4D0	TALCHER -1, KANIHA	500	NTPC	21-23	SSBG	SR
27	R4D1	TALCHER -2, KANIHA	500	NTPC	21-23	SSBG	SR
28	R550	NEYVELI 500 -1	500	NLC	21-23	PS	SR
29	R551	NEYVELI 500 -2	500	NLC	21-23	PS	SR
30	R4H1	NTPC SINGRAULI 6	500	NTPC	21-23	SSBG	NR
31	R4H2	NTPC SINGRAULI 7	500	NTPC	21-23	SSBG	NR
32	R553	TUTICORIN1 ST-IV	500	MEIL	21-23	PS	SR
33		NORTH CHENNAI	800	TNGENCO	21-23	PS	SR
34		NABINAGAR-ESP 3	660	NPGCL	21-23	PS	ER
35		TANDA-ESP 6	660	NTPC	21-23	PS	NR
36		SURATGARH 8	660	RVUNL	21-23	PS	ER

INDICATIVE LIST OF PROJECTS 270 MW & BELOW)

Sl. No.	Cust no.	Project	Rating	Customer	PG Test Plan	SECTOR	REGION
1	R336	IEPL,BELA-1 270M	270	IEPL	21-23	PS	WR
2	R355	BHAVNAGAR 250 -2	250		21-23	PS	WR
3	R327	NABINAGAR-4 250M	250	NTPC	21-23	PS	ER
4	R354	BHAVNAGAR 250 -1	250		21-23	PS	WR
5	R369	BARAUNI 9	250		21-23	PS	ER
6	R4E7	IBVALLEY-EP-RM-2	210	OPGC	21-23	SSBG	SR
7	R4Q1	KORBA WEST RM EP	210	CSPCL	21-23	SSBG	WR
8	R4G6	NTPC SINGRAULI 1	210	NTPC	21-23	SSBG	NR
9	R4G7	NTPC SINGRAULI 2	210	NTPC	21-23	SSBG	NR
10	R4G8	NTPC SINGRAULI 3	210	NTPC	21-23	SSBG	NR
11	R4D2	VINDHYA-RM-210-1	210	NTPC	21-23	SSBG	WR
12	R4D4	VINDHYA-RM-210-3	210	NTPC	21-23	SSBG	WR
13	R4D5	VINDHYA-RM-210-4	210	NTPC	21-23	SSBG	WR
14	R203	Obra R&M-UNIT-12	210	UPRVUNL	21-23	SSBG	NR
15	R212	MUZAFARPUR-195-3	195	NTPC	21-23	PS	ER
16	R213	MUZAFARPUR-195-4	195	NTPC	21-23	PS	ER
17	R155	SIPL-DHULE-1 150	150	SINTEX	21-23	IS	WR
18	R156	SIPL-DHULE-2 150	150	SINTEX	21-23	IS	WR
19	R132	SENDOU,SENEGAL-1	125		21-23	IO	SR
20	R122	BARAUNI-6 R&M	105		21-23	SSBG	ER
21		BHADRADRI 1	270	TSGENCO	21-23	PS	WR
22		BHADRADRI 1	270	TSGENCO	21-23	PS	WR
23		BHADRADRI 1	270	TSGENCO	21-23	PS	WR
24		BHADRADRI 1	270	TSGENCO	21-23	PS	WR
25		ROURKELA	250	NSPCL	21-23	PS	ER

QUALIFICATION REQUIREMENTS (QR):

Sl. No.	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs. 1,56,400/- (or) MSE valid certificate (as per MSE Clause listed in Page No. 12).	DD/Ref. No. <hr/>
2	Eligibility	<p><u>Work experience:</u></p> <ol style="list-style-type: none"> Contractor should have experience in successfully executing the works/service contract for more than one year in any industry manufacturing sector/service sector/thermal power plants etc. (copy of contract/work execution certificate to be attached). Confirmation that qualified engineers (minimum diploma of any discipline) shall be deployed to carry out the work specified. Confirmation that minimum 10 service engineers will be listed and will ensure deployment of service engineers to conduct OPG test at three difference projects at a time. Bidder shall be capable of executing three PG tests of ESP units at time. <p><u>Value of works:</u></p> <p>a. Three similar completed works costing not less than the amount equal to Rs.2.00/- Lakh (Excluding GST). or b. Two similar completed works costing not less than the amount equal to Rs.2.50/- Lakh (Excluding GST). or c. One similar completed works costing not less than the amount equal to Rs. 4.00/- Lakh (Excluding GST).</p>	
3	Document "Copies" to be submitted with tender.	a) LOA's of the works completed/ being executed.	
		b) Work Completion certificates for the LOA's referred.	
		c) Tenderer should give undertaking for not involving in design, manufacture and supply of ESP. (Declaration to be given in company letter head along with technical bid)	

Note: 1. **Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.**

2. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.

3. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.

4. **Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.**

5. 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.

GENERAL INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the above work are invited from Contractors having sufficient experience. Tenders must be addressed to the Sr. Engineer/WCM after duly filling up of the annexure enclosed with required documents in a sealed cover by super scribing the tender enquiry number on the cover.
2. Sealed tenders will be received by the Sr. Engineer /WCM, M/s Bharat Heavy Electricals Ltd. Ranipet-6 up to **14:00 Hrs. on 10.08.2021** in the prescribed form. Techno commercial bid only will be opened on **10.08.2021 at 14:30 Hrs.** in the presence of such of those tenderers or their agents who may choose to attend, with an authorization letter. As on line entry pass is in vogue at BHEL's Security office, vendor shall reach the venue with offers in advance so that any unexpected event/delay can be avoided. BHEL will not take any responsibility on this account.
3. For getting entry pass the vendor shall contact in advance over phone (04172-284975, 04172-284839)
4. **IMPORTANT NOTE**
The tender shall be submitted as three parts put in 3 separate covers, each cover shall be super scribed with the tender No., due date and the name of the work.
 - **Cover-1** shall contain the EMD alone.
 - **Cover-2** shall contain the technical bid (Page 1 to 38)
 - **Cover-3** shall contain only the price bid, Separate price bid as per schedule. (Page 39)All the three covers shall be put in one single cover and super scribed with the tender number, due date and name of the work.
5. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
6. Belated/late offers and incomplete offers shall become liable for rejection.
7. At the time of tender opening,
 - covers containing EMD alone shall be opened first.
 - Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
 - Price bids will be opened at a later date after evaluation of suitability of technical bids and the date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
8. All entries in the tender documents should be in the same ink. Erasures and over-writings are not permitted. The tenderers concerned should duly sign in all correspondences and insertions of the tender documents (sign each and every page of the tender documents).
9. Tenderers should fill their rates clearly without any ambiguity in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with other documents demanded in the tender.
10. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
11. Tenders not submitted on the prescribed forms will be rejected.
12. BHEL will not be responsible for any loss / delay of documents sent by post / Courier.

13. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
14. 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.
15. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
16. Every tender must be submitted with the requisite EMD amount (by way of CROSSED demand draft drawn in favour of, "M/s Bharat Heavy Electricals Ltd, Ranipet", payable at State Bank of India, BHEL Project Branch (7013), M R Puram, Ranipet 632 406, TAMIL NADU.
17. Fixed Deposit Receipt 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, BHEL has now made arrangements for payment of EMD thru' Online.
The steps to make online payment is detailed as below:
 - (i) Visit
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
 - (ii) Click 'Proceed' button
 - (iii) Select '**Tamilnadu**' in the drop down menu under 'State of Corporate/Institution *'
 - (iv) Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under "Type of Corporate/Institution"
 - (v) Click 'Go' button
 - (vi) Select '**BHEL BAP RANIPET**' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING'
 - (vii) Click 'Submit' Button
 - (viii) Select '**EMD**' in the drop down menu under 'Select Payment Category'
 - (ix) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
 - (x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e- procurement mode.

The above facility is in addition to the existing method of remitting by DD.

No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL. 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."

Note: MSE (micro / small only) /NSIC vendors are exempted for remittance of EMD amount for this tender. However, they have to submit latest Valid CA certificate.

18. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either MSE certificate along with CA certificate for the relevant financial year (latest audited) or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or MSE certificate along with CA for the relevant financial year (latest audited)
- b) Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate along with attested copy of CA certificate (as per prescribed format as below applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.

However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....,
(hereinafter referred to as 'Company') having its registered office at.....

..... is registered under MSMED Act 2006, (Entrepreneur memorandum No(Part-II) dtd:.....

Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.

Rs..... Lacs.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small(Strike off which is not applicable)Category under MSMED Act 2006.

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

Signature of the Tenderer with seal

(Authorized Signatory)

19. The earnest money deposited by the successful tenderer will be retained by BHEL towards Security Deposit for the due fulfilment of the contract as per tender conditions.
20. EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.
21. EMD by the tenderer will be forfeited if
 - (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
 - (ii) The tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/ Contract is silent in this regard then within 15 days after award of contract.
22. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, the EMD amount will be forfeited by BHEL RANIPET and acceptance of his tender will be withdrawn.
M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received
or
accept any tender or part thereof without assigning any reason therefore.
23. Tenders submitted by post should sent through “REGISTERED POST-ACKNOWLEDGEMENT DUE” or Speed Post or Courier. These should be posted with due allowance for any delay in postal delivery. The tenders received after the due time & date specified for receipt will be treated as late tenders and will be rejected.
24. 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 withdrawn.
25. Before submitting the quotation, the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
26. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
27. The contractor’s responsibility under this contract shall commence from the date of issue of LOI / WORK ORDER by BHEL.
28. (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
29. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
30. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
31. If the contractor deliberately, gives wrong information in his tender or creates, conditions favourable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.

32. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.
33. The expenses for completing and stamping the agreement shall be to the contractor's account and to be carried out immediately as demanded by BHEL.
34. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
35. Tenderers shall not increase their quoted rates at any point of time.
36. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
37. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
38. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
39. In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.
40. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
41. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
42. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
43. In case negotiation if found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
44. BHEL reserves the right to negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
45. 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."
46. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
47. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.

48. In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
49. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
50. The Successful Tenderer shall agree to the following conditions: Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or wilful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors. The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.
51. 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
 - 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.
- 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.
52. **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.**

SPECIAL CONDITIONS OF THE CONTRACT

- 1) The contractor should carry out the work at the place identified by the authority concerned.
- 2) BHEL reserves the right to increase or decrease the tendered quantity.
- 3) This work shall be in force for Two years from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
- 4) Rates quoted shall include all applicable terminal taxes available 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 labour & staff deployed in the work.
- 5) 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.
- 6) Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) The quantities mentioned are only indicative, approximate variation will be there. Any claim on quantity variation shall not be acceptable throughout the contract period and or at any time other than the extended period.
- 11) Work instructions to be obtained from respective Engineer In-charge in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. However everyday work assigned to the contractor to be completed within the day with sufficient manpower.
- 12) SPLITTING OF THE TENDER QTY:
The tendered quantity will be split among TWO bidders in the ratio of 2:1 to L1 and L2 (or other bidder, in the order of ranking, who accept to the negotiated L1-rates).
- 13) Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.

- 14) The safety equipment is to be provided by the contractor for their workmen. It is the responsibility of the contractor not only to provide the work force with such safety equipment at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by withholding the amount recommended by Quality / Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to give declaration that BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly. This undertaking shall be given prior to the execution of the contract.
- 15) **HEALTH, ENVIRONMENT AND SAFETY:**
The tenderer shall acquire knowledge and adhere to prevailing rules and regulations pertaining to Health, Environment and Safety (HSE) procedures of respective power plants, project site rules, prevailing labour laws enforced by local authorities, labour regulations, movement of labour / vehicles inside the plant area, time keeping systems etc., in force and other local political conditions before submission of offer and during execution of the contract. The test team shall have their own personal safety equipment like Helmet, Safety shoes, etc.
- 16) The contractor must apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
- 17) The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
- 18) The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.
- 19) The contractor will be directly responsible for payment of wages (Minimum wage as per statutory requirement of government) 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.

20) GST

GST Registration:

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

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

The following documents shall be submitted.

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

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

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

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

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

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

The following details to be furnished by the bidder:

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

If any change in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the Contractor/vendor, the same shall be borne by the Contractor/vendor only. The required compliance under relevant statute shall be carried out.

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

- i) The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.
- ii) IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %.
- iii) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- iv) Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of GST invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.
- v) Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.
- vi) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- vii) The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.
- viii) In case the Contractor / vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- ix) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period

between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

- x) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
 - xi) The Prices quoted above must be inclusive of all taxes and duties and **exclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
 - xii) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable
- 21) "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:
(a) both entities are legally distinct/ separate entities, or
(b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."
- 22) "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
- 23) "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL at the earliest and in any case within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
- 24) "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained. "

- 25) "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
- 26) "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".
- 27) **Arbitration and Jurisdiction:**
- a) The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.
 - b) The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.
 - c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.
 - d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."
- 28) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.
 - c) Compensation in respect of each of the victims:
 - i) in the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs.10,00,000/- (Rs. Ten lakh)
 - ii) In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven lakh)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923."
- 29) The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.
- 30) **Suspension of Business dealings with Suppliers:**
- Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender.
- Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers.

Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

31) Multiple Bids:

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

32) Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

33) Fraud Prevention Policy:

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

34) Reverse Auction:

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."

35) 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.

36) 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.

37) Offers of the contractors/ suppliers, against whom, any unit of BHEL had initiated process for "Suspension of business dealings" or already done will be summarily be rejected.

LABOUR LAWS

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

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

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

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

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.
- 4) The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central)). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- 5) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- 6) The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- 7) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.

- 8) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- 9) Minimum Wages to be paid:
The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time.
The statutory requirements like PF, ESI will be applicable for the actual total wage per month. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
10. The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
11. All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
12. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
13. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
14. The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
15. The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
16. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge each month.
17. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
18. Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
 - a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract labour engaged during the month
 - e. No. of days worked
 - f. No. of man-days worked
 - g. Wages paid to his/her workers

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

19. REGISTERS RECORDS AND COLLECTION OF STATISTICS.

20. The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
 - a. Register of persons employed by the contractor.
 - b. Employment Card.
 - c. Service Certificate.
 - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Register of fines, Register of advances etc.,
21. Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
22. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
23. The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
24. The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
25. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
26. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
27. The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
28. The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
29. The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970.

30.

NOTICE OF ACCIDENT:

31. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
32. The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract.

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

33. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
34. The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time.
35. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
36. The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
37. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
38. The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
39. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
40. The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
41. In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
42. Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
43. **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.**
44. **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.**
45. **General:** Contractor should follow all the provisions of labour legislation and statutory obligations, Provisions as and when amended will also apply.

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL TENDERS)

1. DEFINITION: -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the AGM/Shipping to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/Shipping or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/P&MS, MTD&TE, SE authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

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

4. **DEVIATIONS:** - The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. **OCTROI AND OTHER DUTIES:** - All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. **PLANT AND EQUIPMENT:** - The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** - The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
8. **SUB-CONTRACT:** - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. 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.

Modes of deposit:

- a. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - Cash (as permissible under the extant Income Tax Act)
 - Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - 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)
 - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- b. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- c. 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.
- d. EMD of the successful tenderer will be converted and adjusted against security deposit.
- e. EMD and security deposit shall not carry any interest.

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

12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.

13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security

15. any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

16. **ORDERS UNDER THE CONTRACT:** - All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

17. **CONTRACTOR'S SUPERVISION:** - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/WCM to act on his behalf. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself. The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.

18. The AGM/WCM shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

19. **LABOUR:** - The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

20. **PRECAUTIONS AGAINST RISK:** - The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
21. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:** -
The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
22. **LAWS GOVERNING THE CONTRACT:** - The contract shall be governed by the Indian Laws for time being in force.
23. **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:-** BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default. If the Contractor shall: -
- (a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
- OR
- (b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
- OR
- (c) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.
24. **RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017:**
If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of shipping which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

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

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

If the Contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of shipping which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/SHIPPING or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.
- f) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

26. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;

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

If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

27. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

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

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

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

29. SUBMISSION OF BILLS BY CONTRACTOR: - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/Shipping separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

30. PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by authorized officials of shipping.

31. PAYMENT TERMS:

Payments for the works completed shall be paid based on bills raised by the contractor as per payment terms and certified by Official-in-Charge of BHEL. Payment will be made within a period of 30 days from the date of submission of bills along with all the enclosures as called for by BHEL. Payment will be only through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges as per BHEL terms of payment indicated below

1. 100% payment after completing the test / closing of site visit certified by Engineer - In – Charge.
2. Income tax will be recovered as per rules.
3. IGST will be reimbursed on producing proof of payment of IGST. / Filing of returns as per GST Law

Documents to be submitted for processing the bills:

1. Work completion certificate by Engineer In-charge.
2. Invoice in triplicate.
3. Proof for GST Remittance.
4. Copy of GST Return filed for earlier month / Quarter as the case may be as per GST Law.
5. Proof for remittance of PF & ESI for workmen for the month

Conditions for Payment:

No of Service Engineers required during test is

- a) Four service engineers for ESP units of 500 MW and above plants
 - b) Two service engineers for ESP Units of 270 M W and below plants.
- However, number of service engineers required during the test will be as per BHEL requirement (depending on site conditions) restricted to maximum of 4 service engineers for 500MW and above and 2 service engineers for 270 MW and below.

Schedule 1 Payment: Service Charges for conducting ESP PG test.

100% of Schedule 1 Payment is admissible as below:

500 MW and above

The payment admissible = (Rate per day per service engineer X 4 (engineers)* No of days at site

270 MW and below

The payment admissible = (Rate per day per service engineer X 2 (engineers)* No of days at site

In case of deployment is less than 4 Service engr. for 500MW and above and 2 Service Engr. for 270MW and below.

The Service charges admissible for cases 1 as above is with deduction as below:

For 500 MW and above = (4 Service Engr. – No of Service Engr. deployed) * No of Days deployed.
For 270 MW and below = (2 Service Engr. – No of Service Engr. deployed) * No of Days deployed.

Schedule 2 Payment: To & Fro Charges to site for conducting ESP PG test

1. 100% of Schedule-2 is admissible as below:

For 500 MW and above = (Rate per trip (To & Fro) per service engineer) * Number of Service engineer deployed restricted to maximum 4)

For 270 MW and below = (Rate per trip (To & Fro) per service engineer) * Number of Service engineer deployed restricted to maximum 2)

2. In case of more than one ESP unit PG test is completed in a same project / locality (approximately 100 KM range) in a single visit, the payment for one trip only under Schedule 2 is admissible.

The delay not attributable to the contractor such as: Unit not running, sudden outage, Coal shortage, heavy rains delaying the tests, any other law and order issue, and customer constraints etc., shall be certified by Engr-in Charge of BHEL. Decision of BHEL will be binding on this.

Head contract service engineer should keep the records as per time sheet / Daily reports clearly mentioning the daily activities as well as constraints / Delays

32. LD/Penalty clause:

Intimation for mobilization will be given by BHEL 5 days in advance. In case of any delay in mobilizing the team beyond 5 days from the scheduled date BHEL has the right to claim compensation.

1. Intimation regarding requirement of team will be communicated with notice period of 5 days through email. The contractor has to mobilize the requisite personnel at site. In case the contractor failed to mobilize it will attract a penalty of 5,000/- per day of delay
2. Delay in completion of the work at the rate of Rs 5000/- per day of delay or part thereof (within the time frame indicated in the tender specification) if the delay is attributable to contractor.

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

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

- 35. REFUND OF SECURITY DEPOSIT:** - The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

36. **FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.
37. **ARBITRATION:** - All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.
38. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
39. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.
40. **SIGNING OF CONTRACT:** - Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.
41. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
42. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.

43. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
44. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
45. Without prejudice to the above, the Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or wilful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) 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.
46. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
47. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
48. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**

SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS

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 as 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, boots, helmets etc., must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor workers found 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 shall take care of statutory requirements including PF/ESI work man compensation policy for their employees engaged for this work.**
12. 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.
13. All safety precautions are to be taken by the contractor at his cost.
14. Contractor shall ensure the safe movement of Radiographic Camera inside BHEL premises.
These safety measures shall be deemed to form an integral part of the Work Order

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CERTIFICATE OF NO DEVIATION

(FORMAT - To be typed written in LETTER HEAD and submitted along with offer)

I / Weof M/s hereby certify that there is no deviation from the Tender conditions either technical or commercial and I am / We are agreeing to all the terms and conditions mentioned in the Tender No. 9810015E Dated 30.07.2021.

Date:

SIGNATURE & SEAL OF THE BIDDER

**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.

ANNEXURE –VII**PRICE BID**
BILL OF QUANTITY

Name of the work : Outsourcing of “Conducting Performance Guarantee Tests” for ESP at various project sites.

Contract period : Two Years.

Tender notice : 9810015E Dt. 30.07.2021

Sl.No	Description	Unit	Man-days	% of total amount in Rupees, Excluding GST
1	Service charges per person for preparation and conductance of ESP PG test. (500 MW: 30 test x 15 days’ x 4 persons= 1800) (250MW: 30 test x 15 days x 2 persons= 900)	No	2700	93.26908 %
2	To & fro conveyance for conducting ESP PG test across India per person. (500 MW: 30 test x 1 days’ x 4 persons= 120) (250 MW: 30 test x 1 days x 2 persons= 60)	No	180	6.73092 %
Total Weightage				100%
Total values in Rs (excluding GST)				
GST @ _____ %				
Total values in Rs (Including GST)				
(Total amount including GST in words only)				

Note:

1. Rate per man day includes work as per scope given in tender, including working at any time/ round the clock based on site condition, Boarding, Lodging, Local Conveyance and any other expenses at site.
2. Individual item rates for the above schedules will be arrived based on the lumpsum amount quoted by the bidder & % percentage allocation indicated against each schedule. This amount shall be rounded off to the nearest Rupee.
3. Applicable/Quoted GST amount will be extra & same will be taken into account while evaluating total cost to BHEL for arriving at L1 bidder
4. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.
5. The above rates are quoted after having fully read and understood the enquiry terms and condition.
6. Price quoted shall be Firm throughout the contract period and incase of extension period also.