



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet - 632 406

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WORKS CONTRACT MANAGEMENT DEPARTMENT

NOTICE INVITING TENDER	
Tender Notice No	9810016E, DT: 31.08.2021.
Name of work	Contract for assisting in Finance & Accounts department of BHEL, BAP Ranipet
Type of tender	Open tender (Two part bid).
Period of contract	One Year from the date of execution.
Earnest Money Deposit (EMD) Amount	Rs. NIL
Last date & Time for Receipt of the Tender	07.09.2021 at 14:00 hrs.
Date of Technical bid Opening	07.09.2021 at 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.
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, ENG. BUILDING – GROUND FLOOR (WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED, RANIPET, RANIPET DISTRICT, TAMIL NADU– 632 406.
Venue of the Tender Opening	WCM DEPARTMENT
Note: 1. 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 2. 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 15.00 hrs.) 3. BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. 4. 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. 5. 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. 6. BHEL will finalize the contract through paper price bid only. 7. As per Minimum wage act, the prevailing wages including PF, ESI, Bonus, EL for SW would be Rs. 22,469/- and for USW Rs. 20859/- per month for 8 hour working (contractor portion). All the payments to be made through BANK only, no hand payment will be acceptable. Please refer page no 26 for minimum wages and page no 28 & 29 for PF/ESI details. Minimum wage increase will be from every April 1 st onwards upto 31 st March of subsequent year. 8. Working hours per day will be 8:00 hrs. (excluding lunch break 30 min.). Overtime beyond this will not be allowed.	

Note: - 1) **Tenderer should sign and affix seal in all the pages of this document and all supporting documents.**
 2) **Tenderer should sign and affix seal in No Deviation Certificate at the page No .30**

Yours faithfully,
 for and on behalf of BHEL.,
 Sr. Engineer /WCM

SCOPE OF WORK

Bharat Heavy Electricals Limited, Ranipet is inviting competitive offer for the work such as Data Entry, Documentation and other works as per List Attached (refer BOQ). Nature of work and quantity depicts per annum and nearly 20 assistant consultants and 2 assistants may be deputed to complete the task in every month and the contract period is 12 months from the date of award of contract.

The schedule of work involved is on per annum basis. Minimum no. of Assistant consultants to be engaged to complete the task are 20 (Twenty). Contractors may engage more than minimum requirement; however, payment will be restricted to actual quantity executed during the period. Two assistants required for files handling and attendant to auditors.

BOQ

Sl no	NATURE OF WORK	Unit Of Measurement	Quantity Per Annum
1	IT enabled service such as assisting in Preparation of Accounting Records, Reconciliation of relevant Section information , responding to information required etc. through systems	No.of files	73,000
2	Data Entry in Accounts payables such as ITC availment, other similar data's to be keying in the system (payables and receivables etc.	No.of records	1,70,000
3	Documentation such as Filing of Records, photocopying, scanning, dispatching documents, taking Print out etc..	No.of Records	2,05,000
4	Technical Assistance in Accounting such as accounting of Fixed assets, Debit advice Slip process for payment etc..	No.of files	74,000
5	Billing to Customer as per LWB and Packing slip	No.of Records	57,000
6	Invoice wise linking and posting of Collection amount from Customer.	No.of Records	45,000

The work consists of

(a) Invoicing on BHEL customers, (b) Bill passing for making payment to BHEL suppliers / Fabricators, (c) compilation of Returns under, GST, PF, Income tax. (d) Preparation of Cheque through normal and electronic media, (e) preparation and distribution of Statutory Forms, (f) compilation of annexures, documents and files in connection with (a) to (f) and other works assigned by the authorised official of Finance and Accounts Dept.

The Consultant shall appoint qualified assistants referred as Assistant Consultant (**hereinafter called as AC**) who shall be a minimum **B. Com, B.E. or equivalent degree** holders from any recognized University. The Age of the AC preferably below 35 years of age as on 01.09.2021. **The Minimum number of AC to be engaged is Twenty (20). In addition, two (2) assistants also to be provided every day.**

The consultants and assistants shall be present from 09.00 hrs. to 17.30 hrs. on all working days. of BHEL, at Finance & Accounts Dept., In case of exigency, consultants need to be present during extended hours of working if desired by authorised officer.

Minimum wages calculation for consultancy employees

Sl. No.	Particulars	Skilled	Unskilled
1	Basic for 30 days	8205	7650
2	DA	5717	5717
3	BHEL adhoc	4100	3200
4	Sub Total	18022	16567
5	PF @12% + Administration charges @1% on 15000	1950	1950
6	ESI employer share @3.25% on (Basic +DA +Adhoc)	586	538
7	Bonus @8.33 on (Basic +DA)	1160	1113
8	EL 15 days on ((Basic +DA +Adhoc)/2)/12))	751	690
	Total wages for 30 days	22469	20859

Note:

1. **Estimated value is Rs.51,00,000 + Applicable GST.**
2. Minimum manpower required: 20 Skilled + 2 Unskilled. However, depending on the workload the manpower deployment would be increased/decreased.
3. Amounts mentioned at serial No. 3 shall be at the discretion of the management and is liable for withdrawal at any point of time. Accordingly, the wages payable by the Contractor to the Contract workforce would be reduced. The total amount indicated above presently includes the adhoc amount.
4. Bidders to quote only their profit margin in two decimals after considering the likely increase of DA (up to 5% p.a. increase is to be borne by the contractor)
5. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding".
6. **Quotations with nil or negative margin will be summarily rejected.**

PRE-QUALIFICATION REQUIREMENTS (PQR):

SI. NO.	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	Eligibility	<p>An essential qualification requirement of the contractor for tender submission shall be as under:</p> <ol style="list-style-type: none"> Any Chartered Accountant firm or Cost Accountant firm practicing for 3 or more years in their profession can participate. The contractor should have experience of successfully completed "Finance activity consultancy as similar works during the last 7 years as on 31.07.2021 should be any of the following three categories: <ol style="list-style-type: none"> Three similar completed works costing not less than the amount equal to Rs. 22.00 Lakhs (excluding GST) (or) Two similar completed works costing not less than the amount equal to Rs. 27.50 Lakhs (excluding GST) (or) One similar completed work costing not less than the amount equal to Rs. 44.00 Lakhs (excluding GST) <p>The definition of "similar works" means Providing consultancy and audit related services</p> <ol style="list-style-type: none"> Average annual financial turnover of the contractor during the last 3 years ending on 31st March 2020 should be at least Rs. 16.50 lakhs and the bidder should submit audited balance sheet and Profit & Loss account for the last three years (i.e. 2017-18, 2018-19, 2019-20) duly certified by chartered accountant. 	
2	Document "Copies" to be submitted with tender.	<ol style="list-style-type: none"> LOA's of the works completed Work Completion certificates for the LOA's referred. Certified Balance sheet and P/L account statement by Chartered Accountant, for the last 3 years (i.e. FYs 2017-18, 2018-19, 2019-20). 	

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. Vendor shall visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works.

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

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

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

6. 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.

7. GST Registration....

8. Labor License , if required.....

Details to be filled by the Bidder

Sl.no.	Description	To be filled by Tenderer
1.	Name of the Tenderer Contact Person	
2.	Address for Communication	
3.	Telephone Mobile No Mail Id.	
4.	Details of experience in Similar Work	
5.	Whether the firm is Sole proprietorship or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
6.	Has the Firm/ Proprietor or partners or directors have been convicted of any criminal offence by any competent court. If so furnish particulars.	
7.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
8.	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
9.	Permanent Account Number under Income Tax Act 1961 ,details (Photo copy has to be enclosed)	
10.	The GST SAC under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed	
11.	Applicable GST quoted with SAC	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@_____%

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 07.09.2021** in the prescribed form. Techno commercial bid only will be opened on **07.09.2021 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, 04172-284035,)
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 technical bid (Page 1 to 31)
 - **Cover-2** shall contain only the price bid, Separate price bid as per schedule. (Page 32&33)
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,
 - Technical bids will be opened first.
 - 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. Minimum numbers of Persons to be deputed are 20 numbers of Assistant consultants and 2 assistants. Hence all the relevant laws such as Minimum wages act and other relevant acts related to Assistant consultants and assistants will be applicable mutatis mutandis. The Approximate quantity mentioned in BOQ and +/- 10% of quantity may be executed during the tenure of the contract. However, Payment will be made to actual quantity executed during the period Hence Prospective Bidders should consider the above while quote the rates.
15. Contractor should engage the Assistant consultants and assistants to execute the scope of the work (refer BOQ) during the tenure of the contract from 9.00 hrs. to 17.30 hrs. of all working days of BHEL.
16. The Assistant Consultants are defined under Skilled employee's category as per BHEL norms, hence the minimum wages of Rs. 22469/- (subject to sanction for adhoc payment by the management) to be given per month inclusive of employee contribution towards PF&ESI and exclusive of Contribution to PF, ESI, (contractor portion) Encashment Leave and Bonus if any applicable. For assistant's minimum wages of Rs. 20859/- (subject to sanction for adhoc payment by the management) to be given per month inclusive of employee contribution towards PF&ESI and exclusive of Contribution to PF, ESI, (contractor portion) Encashment Leave and Bonus if any applicable.
17. Any Assistant engaged in the work, should continue for 1 year. Disrupting in work may be avoided due to change in Assistants during the contract period.
18. The tender will be awarded to overall L1 price offer and not to individual work wise.
19. 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.
20. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
21. 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.
22. Before submitting the quotation, the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
23. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
24. The contractor's responsibility under this contract shall commence from the date of issue of LOI / WORK ORDER by BHEL.
25. (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.
26. 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.
27. 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.
28. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
 29. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.
 30. 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.
 31. 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.
 32. Tenderers shall not increase their quoted rates at any point of time.
 33. 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.
 34. 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.
 35. 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.
 36. 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.
 37. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
 38. 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.
 39. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
 40. In case negotiation if found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
 41. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
 42. 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."
 43. 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.

44. 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.
45. 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.
46. 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.

47. **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."

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

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

- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
 - iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
- The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

49. 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.

50. 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.

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)**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 concerned user department to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of Officer deputed by concerned user department 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/WCM & Shipping 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:**
NIL
11. 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.
12. 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.
13. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
14. **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.

15. **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.
16. 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.
17. **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.
18. **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.
19. **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.
20. **LAWS GOVERNING THE CONTRACT:** - The contract shall be governed by the Indian Laws for time being in force.
21. **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.

22. 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/ Stores/ M&S 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.

23. 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/ Stores/ M&S, 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 concerned user department 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.

24. 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.

25. 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.

26. 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."

- 27. 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 Officer deputed by concerned user department, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a) Deviation from the items provided in the contract documents.
 - b) Extra items / new items of work.
 - c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all 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.
- 28. 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 official of finance.
- 29. LD/Penalty clause:** Work to be executed consistently throughout the contract period and no. of Assistant consultants & assistants to be maintained throughout the contract period. Else, liquidated Damages will be deducted at total wages eligible per day of the Assistant Consultants during the period of absence.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.

34. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
35. 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.
36. **SIGNING OF CONTRACT:** - Each contract document shall be signed by the Contractor with his usual signature & seal. 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.
37. 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.
38. 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.
39. 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.
40. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
41. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
42. No interest shall be payable by BHEL on any money due to the Contractor by BHEL.
43. 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 willful 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.

44. Terms not forming a part of the Contract but of the Tender shall deemed to be incorporated into the Contract.

45. BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

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's 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's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
 9. The working area shall be kept clean and free from all obstructions.
 10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
 11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
 12. All safety precautions are to be taken by the contractor at his cost.
 13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.
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SPECIAL CONDITIONS OF CONTRACT

1. The contractor should carry out the work at the place identified by the authority concerned with in the premises of BHEL.
2. BHEL reserves the right to increase or decrease the tendered quantity.
3. **The contract will be finalized based on the overall LOWEST value and to be awarded to single party only. Clarification if any can be obtained from the undersigned before submitting the offer.**
4. This work shall be in force for one year from the date of commencement of work. The period of the contract may be renewed or extended at the discretion of Bharat Heavy Electricals Limited.
5. 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.
6. 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.
7. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
8. 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.
9. 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.

10. 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.

11. **PAYMENT TERMS:** The claim shall be made to the Authorized Officer in triplicate on a monthly basis with details of the Consultants attended and consultancy scope of work duly signed by the Authorized Officer of BHEL. The rate is exclusive of applicable GST and other taxes if any and the reimbursement of the same is subject to the submission of service tax invoice as per rules. The proof of remittance of GST is to be submitted along with subsequent bill. Finance Act and GST rules applicable mutatis mutandis in line with Man power agency and consultancy services.

The payment will be made by electronic transfer to the account of the consultant.

The payment will be cleared only after entering in to an agreement in a non-judicial stamp paper of Rs.100/-.

No other compensation including out of pocket expenditure of whatsoever in nature including and arising out any statutory obligations etc. will be payable by BHEL and the same is to the account of Consultant only.

12. Bills as per statute shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made to MSE vendors within 45 days and other vendors within 90 days or as per BHEL norms from time to time. Payment will be made through E mode for which the contractor has to agree and submit the required information. No advance in any form is payable by BHEL.
13. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
14. The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc., While quoting rates, the above factors shall be taken into consideration.
15. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
16. The contractor's quoted rate shall inclusive of the Minimum wage plus all statutory payments like PF, ESI and Bonus & EL for the same.
17. Statutory deductions like IT etc. will be deducted from contractor's payment as required by law.
18. The contractor has to follow the below mentioned without fail.
 - a. Minimum wages as announced by the government from time to time to be paid as applicable to the labor's engaged along with adhoc. amount as prescribed by BHEL Rs.4100/- for skilled worker, Rs.3700/- for semi-skilled worker and Rs.3200/- for unskilled worker.(adhoc amount subject to sanction from the management)
 - b. Bonus shall be paid as per Bonus act.
 - c. Paid weekly off shall be given for every six days of continuous work.
 - d. One day Earned Leave for every 20 days' work shall be given.
 - e. P.F., (For Rs.15000/- only) and E.S.I contributions to be made at the prescribed rates on wages paid inclusive of adhoc amount as mentioned above.
 - f. Shall arrange to provide E.S.I medical cards.
 - g. Every month wage slip to the labor's
 - h. Annual slip for the P.F. contribution to be issued
 - i. Annual returns for the P.F. and E.S.I payments to be filed
 - j. Safety and Personal Protective Equipment's are to be provided
 - k. Maintain Attendance register
 - l. Maintain Wage register
 - m. However, further change in the relevant law, if any requires to be complied by the contractor
19. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
20. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
21. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
22. **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 goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest 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 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 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.

23. "BHEL does not guarantee ordering of any minimum quantity on any contractor,"

24. 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 encase 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 defense 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.

25. 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.
26. In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL.
27. 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.
28. 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.
29. 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.
30. "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).
31. 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."The contractor shall pay necessary taxes and keep the fitness certificate for the vehicle valid during the contract period.
32. The contractor shall take Comprehensive Insurance Cover for all the Man power engaged.

33. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any other contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

34. 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.

35. 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.

36. 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.

37. FACILITIES & CODE OF CONDUCT.

As the Assistant Consultant (AC) is to use Computer and other peripherals of BHEL for the purpose of the execution of the scope, the same shall be carried with utmost care without negligence. The AC shall use the facility for the authorised purpose only. Calculators and other instruments arranged by the Authorised officer shall be returned under acknowledgement. The data and records available in the soft and hard copy shall be handled with care. The data, information, documents and knowledge of BHEL and shall not be divulged directly or indirectly by AC or Consultant to anybody and the secrecy is to be maintained.

The AC shall maintain his workplace neat and clean and attend Office by maintaining the decent dress code. The AC shall maintain good and cordial rapport with all employees of Finance and Accounts Dept. and other connecting Depts. of BHEL. Any dispute or disagreement shall be referred to only the Authorised Officer and direct confrontation with employees of BHEL shall be totally avoided. If any AC found not suitable, the consultant shall arrange for the immediate replacement of suitable AC, so that the work shall not be affected.

The contactor/assistant consultant shall take the entire responsibility for safe travel of their personnel. Suitable insurance cover if required will be the responsibility of the Consultant. BHEL is not responsible for any liability of whatsoever in nature.

The consultants should follow the Security, Safety and other rules of BHEL framed from time to time.

All communication and correspondence shall be with authorized Officer Only.

Any dispute shall be resolved subject to Arbitration as per Arbitration Act and BHEL reserves the appointment of sole Arbitrator to adjudicate. The decision of the Arbitrator shall be final and binding the BHEL and Consultant.

Lunch will be provided at the designated canteen of BHEL on submission of lunch coupon, which can be purchased from BHEL canteen. The Assistant Consultant shall make his own transport facility to reach Finance & Accounts Dept. in time.

38. LIABILITY CLAUSE

The Authorized Officer is entitled to operate risk purchase clause in the event of non-availability of ACs and engage equivalent assistant at the risk and cost of Consultant.

In the event of damage caused to the properties of BHEL with malafide intention on the part of the AC the same will be recovered from the Consultant.

39. Set off Clause:

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

40. 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.

41. 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.

42. **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.**

43. **The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.**

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

- 01 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02 The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.
 - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
 - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
 - (d) The Factories Act 1948 and the related Tamilnadu Rules.
 - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923.
 - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.
- 03 **REGISTRATION AND LICENSING:**
 Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:
 - (a) The name of the contractor.
 - (b) Nature of contract work.
 - (c) Period of work.
 - (d) Number of maximum labour employed by him on any one day.
 - (e) License No. and date (applicable in case of contractors employing 20 or more worker)
 - (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)
 This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.
- 04 The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- 05 The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- 06 The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- 07 The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- 08 The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

09 Minimum Wages to be paid:

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

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

Description	For Unskilled Worker (Rs.)	Skilled Worker (B. Com with 3 years' Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 01.04.2021	7,650 pm	8,205 pm
Dearness allowance as on 01.04.2021	5,717 pm	5,717 pm
BHEL Adhoc (2000 + 1200) per month	3,200 pm	4,100 pm
Total wage per month	16,567 pm	18,022 pm

The statutory requirements like PF (PF Ceiling amount is Rs.15000/- only), ESI will be applicable for the above total wage of Rs. 18, 022.00/- for Skilled Worker and Rs. 16,567/- for Unskilled Worker. Bonus amount will be as per bonus act. **However, adhoc amount shall be paid against sanction letter from the management.**

“Any increase in minimum wages upto 5%, by the State Government, during the period of Contract, will have to be borne by the Contractor. Beyond 5%, after excluding increased 5%, balance will be reimbursed by BHEL on production of proper evidence for the actual workers deployed”.

The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.

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 Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
 - a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract labour engaged during the month
 - e. No. of days worked
 - f. No. of 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, Over time Register, Register of fines, Register of advances etc.,
21. The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
22. Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
23. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
24. The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
25. The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
26. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.

WORKING HOURS AND WORKING CONDITIONS:

27. No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.

28. The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
29. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof. However, over time not applicable for this tender.
30. The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
31. The contractor shall give 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.
32. The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.

NOTICE OF ACCIDENT:

33. 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.
34. 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).
35. 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.
36. The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is **0.75%** of wages to be recovered from his/her workmen and **3.25%** of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
37. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

38. 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.
39. All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are **12%** and **13.00%** respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
40. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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.
46. **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.**
47. **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.**
48. **General:** Contractor should follow all the provisions of labour legislation and statutory obligations, Provisions as and when amended will also apply.

NO DEVIATION CERTIFICATE

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

Date:
Place:

Authorized Signatory

Name

Designation

Company Seal

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE & PAN	PAN NO. <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																																								
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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)
Authorization 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.

PRICE BID

(To be submitted in separate envelope)

Tender no.9810016E Dt. 31.08.2021

Sl. No.	DESCRIPTION	UOM	QTY PER ANNUM	% ALLOCATION
1	IT enabled service such as assisting in preparation of Accounting Records, Reconciliation of relevant section information , responding to information required etc. through systems	No of files	73000	20.24
2	Data Entry in Accounts payables such as Cenvat credit availment, other similar data's to be kept into the system (creditors and contractors) etc.	No of records	170000	8.96
3	Documentation such as Filling of Records, photocopying , scanning ,dispatching documents, taking print out etc.	No of records	205000	5.52
4	Technical Assistance in Accounting such as accounting of Fixed assets, Debit advice Slip process for payment etc..	No of files	74000	23.55
5	Billing to Customer as per LWB and packing slip	No of records	57000	23.32
6	Invoice wise linking and posting of collection amount from Customer.	No of records	45000	18.41
7	TOTAL PERCENTAGE			100%
8	Total amount for One-year contract period (excl. GST) in Rs. _____ (A) :			51,00,000.00
9	% Contractor Margin _____ % (I)			
10	Contractor Margin Amount (I x (A)) in Rs _____ (B) :			
11	Total amount for One-year contract period including Contractor Margin (Excl. GST) in Rs. (C)=(A)+(B) :			

Applicable GST % on (C) (Sl. No. 11 above) _____ %

Note:

1. Minimum manpower required: 20 Skilled + 2 Unskilled. However, depending on the workload the manpower deployment would be increased/decreased.
2. BHEL Adhoc shall be at the discretion of the management and is liable for withdrawal at any point of time. Accordingly, the wages payable by the Contractor to the Contract workforce would be reduced. The total amount indicated above presently includes the adhoc amount.
3. As far as wages payable to the personnel deployed for this contract, contractors shall pay minimum wages stipulated from time to time by the Tamil Nadu Government. The same shall be noted by the contractor from time to time and payment to his workers shall at no point of time less than applicable Tamil Nadu Minimum Wages announced from time to time. Contractor has to make PF, ESI contributions and Bonus as per applicable laws in force.
4. The contract will be awarded to one bidder only. Evaluation of the offer shall be done on the basis of delivered cost (i.e." Total cost to BHEL")
5. Bidders to quote only their profit margin in two decimals after considering the likely increase of DA (up to 5% p.a. increase is to be borne by the contractor)

6. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding".
7. Tender will be finalized through Envelop price bid only. Hence, please quote competitive rate in the first instance itself.
8. Applicable rate of GST reimbursed on submission of relevant documents.
9. **Quotations with nil or negative margin will be summarily rejected.**