

## NOTICE INVITING TENDER

Bharat Heavy Electrical Limited, Ranipet is proposed to invite competitive offer for the work such as Data Entry, Documentation and other works as per List Attached (refer Annexure I). Nature of work and quantity depicts per annum and nearly 25 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 competitive offers attached as per Price bid may be sent immediately to reach the Senior Manager, WCM Department, BHEL-Boiler Auxiliaries Plant, Ranipet. 632406 either by mail or through registered Post, speed post or courier post.

### TERMS AND CONDITIONS

1. All offers must be valid for a period of 90 days. Tender to be given in two parts. Technical bid and Price bid to be given in a separate cover and both the cover to be sealed in a single cover and shall be reached with in the due date.
2. The deadline for submission is **07-06-2018**. Any offers submitted after this date will be rejected.
3. The currency of the tender request is in Rupees (Rs). All prices quotes must therefore be stated in the said currency.
4. Any corrigendum or addendum to the contract will be published in BHEL website only.
5. The over all tender value only shall be quoted. Unit rate will be derived from the percentage allocation given in the price bid.
6. Minimum numbers of Persons to be deputed are 25 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 Annexure I (Column E) 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.
7. Contractor should engage the Assistant consultants and assistants to execute the scope of the work (refer Annexure –I) during the tenure of the contract from 8.00 hrs to 16.30 hrs. of all working days of BHEL.
8. Assistant Consultants shall be qualified B.Com. or equivalent degree graduate with minimum of 60% of marks (1<sup>st</sup> class/ A grade) from a recognized University in India. Assistant Consultants who pursues Chartered Accountant and/or Cost Accountant will be preferred. For assistant (Un Skilled Worker) no minimum qualification.
9. The Assistant Consultants are defined under Skilled employees category as per BHEL norms, hence the minimum wages of Rs. 16540/- 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 assistants minimum wages of Rs. 15085/- 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
10. 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.
11. The tender will be awarded to overall L1 price offer and not to individual work wise.

**DISCREPANCY IN “Words” & “Figures”:**

12. 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.
13. 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
14. 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.
15. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
16. Prospective bidders are kindly requested to include the following information with their offer:
  - A. Contact Information containing:
    - Full name and address of the company/Firm.
    - Full name of main contact person.
    - Email Address.
    - Telephone number, Fax Number and Mobile Number.
    - Company's / Firms Service Tax registration number.
  - B. Quotations, each of which must contain:
    - Reference to item no. within bidding list.
    - Quotation date and reference no.
    - Prices quoted in Rupees.
    - Service Tax amount quoted separately at the end of each quote.
    - Validity period of quote.

**17. Contact Information :**

V.Karthikeyan  
Senior Manager – WCM  
BHEL- Boiler Auxiliaries Plant,  
Ranipet.  
04172- 284839  
Email : [asvkn@bhel.in](mailto:asvkn@bhel.in)

# **Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

**Boiler Auxiliaries Plant RANIPET - 632 406. INDIA**

Web site : : [www.bhel.com](http://www.bhel.com)

## **WORKS CONTRACT MANAGEMENT DEPARTMENT.**

BHEL: BAP:WCM:

Dt :12-05-2018

To

ALL CONTRACTORS:

Dear Sirs,

### **Sub: Contract for Consultancy Services – reg**

We are pleased to enclose our enquiry for Consultancy services and request you to send your quote in a sealed cover through Registered post/Courier/speed post on or before 07-JUNE-2018 to Sr. Manager/WCM Department, BHEL, BAP, Ranipet 632 406. Quotation received after 14.00 hours on 07-JUNE-2018 will be summarily rejected. The technical bid will be opened on same day i.e 07-JUNE-2018 at 14.30 hrs by an authorized Officer in the presence of the Tenderers who choose to be present for the same. The sealed covers shall have the tender reference superscribed on the top of the cover. Price Bid will be opened tentatively after ten days and it'll be informed all the successful tenderer in advance.

**The tender opening date: 07-JUNE-2018 Time:14.30**

**Venue: WCM Department.**

Interested Consultants may also download the tender document from BHEL web –[www.bhel.com](http://www.bhel.com) vide NIT No.**38584** for quoting to this enquiry. However, the tenderers shall meet the qualification criteria as per the terms indicated therein. **The tenderers are to sign all the documents with seal and signature.**

### **TENDER ENQUIRY NO.9880006E Dt.12-05-2018**

Page 01 to 24 – Techno commercial bid

Page 25- Price bid

Techno commercial bid shall be put in a separate cover and price bid shall be put in a separate cover. Both the covers shall be put in a strong single cover super scribing tender no.

EMD amount : Nil

**Senior Manager/WCM**

**Technical Bid : (should be given in a separate cover)**

**1. Qualification criteria :**

Any Chartered Accountant firm or Cost Accountant firm practicing for 3 or more years in their profession can participate. The following documents may be given as proof

- a) Certificate of Registration/Practice from the respective Institute (ICAI- Chartered Accountant) or (ICAI-Cost Accountant)

**2. Nature of Job :**

Kindly refer the Annexure I attached. The schedule of work involved per annum. Minimum no.of Assistant consultants to be engaged to complete the task are 25 (twenty five). Contactors 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.

**3. Liquidated Damages:**

Work to be executed consistently throughout the contract period and no.of Assistant consultants to be maintained throughout the contract period. Else, liquidated Damages will be deducted at wages eligible per day of the Assistant Consultants during the period of absence.

**4. 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 chargeable basis at Rs.3 per head per day as applicable presently. The Assistant Consultant shall make his own transport facility to reach Finance & Accounts Dept. in time.

### **OFFER**

The rate shall be quoted on firm price basis in the format enclosed as per Annexure-II and all-inclusive excluding GST as applicable from time to time.

### **PAYMENT**

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.

### **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 malafied intention on the part of the AC the same will be recovered from the Consultant.

### **STATUTORY OBLIGATIONS**

The consultant or his authorised assistant consultants (AC) has to comply with all statutory regulations like PF, ESI, Minimum wages, bonus etc if applicable.

### **General Conditions**

- ❖ No interest shall be claimed on delayed payment by the contractee
- ❖ The contract is terminable by giving one month notice by the contractee on non-performance by the consultant or his authorized assistant consultants.
- ❖ The contract period is ONE (1) year from the date of award of contract.
- ❖ The consultant or his authorized assistant consultants is advised to familiarize themselves on the Scope of work.
- ❖ The Consultant or his authorized assistant consultants shall commence the work within 15 days from the date of order.

## ANNEXURE-I-SCOPE OF WORK

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	106800
2	Data Entry in Accounts payables such as Cenvat credit availment, other similar datas to be keen into the system (creditors and contractors) Etc..	No.of records	234600
3	Documentation such as Filing of Records, photocopying, scanning, despatching documents, taking Print out etc..	No.of Records	315600
4	Technical Assistance in Accounting such as accounting of Fixed assets, Debit advice Slip process for payment etc..	No.of files	114000
5	Billing to Customer as per LWB and Packing slip	No.of Records	91200
6	Invoice wise linking and posting of Collection amount from Customer.	No.of Records	64800

<b>TERMS AND CONDITIONS</b>	
<b>Contractee - BHEL/BAP</b>	Bharat Heavy Electricals Limited, Boiler Auxiliaries Plant, Indira Gandhi Industrial Complex, Ranipet-632 406
<b>Authorised Officer</b>	Senior Manager WCM Department, BHEL/BAP/Ranipet-632 406. E mail id: asvkn @bhel.in Phone No.04172-284839
<b>Qualification criteria</b>	A Practicing Chartered Accountant Firm/ Cost Accountant Firm having registered 3 or more years as on 01-01-2018.
<b>Consultant</b>	The successful bidder possessing Qualification criteria as accepted by BHEL and awarded consultancy contract in writing by BHEL.
<b>Consultancy Work Scope</b> <b>1</b>	Refer Annexure –I and the work consists of  (a) Invoicing on BHEL customers, (b) Bill passing for making payment to BHEL suppliers / Fabricators, (c) compilation of Returns under Excise, 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.
<b>2</b>	The Consultant shall appoint qualified assistants referred as Assistant Consultant ( <b>hereinafter called as AC</b> ) who shall be a minimum B.Com or equivalent degree holders from any recognized University. The Age of the AC preferably below 30 years of age as on 01.01.2017. <b>The Minimum number of AC to be engaged is Twenty five(25). In addition two assistants also to be provided everyday.</b>
<b>Working Timings &amp; Place</b>	The consultants and assistants shall be present from 08.00 hrs to 16.30 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.

## **Check list for technical Bid:**

<b><u>Sl No</u></b>	<b><u>Details required</u></b>	<b>YES</b>	<b>NO</b>
1	Certificate of registration/Practice with respective Institute (ICAI (CA) / ICAI(CWA))		
2	Acceptance of work as per Annexure I		
3	Acceptance of Terms and conditions		
4	<b><u>Statutory Requirement</u></b> a. GST registration certificate b. PAN CARD of the company or Partnership firm c. PF,ESI registration of the company or Partnership firm		
5	Unprice Bid		

### **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) which ever 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.

vi. Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.

vii. 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.

viii. The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.

ix. 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 alongwith interest levied/leviable on BHEL.

x. 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.

xi. 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).

xii. 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.

xiii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

### **ANNEXURE III**

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

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

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

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

f) "BHARAT HEAVY 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 authorised to invite tenders and enter into contract for works on behalf of the Company.

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

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

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

j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of Assistant consultant as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

3. **WORK TO BE CARRIED OUT**:- The Contract shall, include all Assistant consultant, 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. SECURITY DEPOSIT: Security deposit and EMD is not applicable.

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. 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.

11. 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.

12. 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 in his stead.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICER-INCHARGE, to receive instructions.

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.

13. ASSISTANT CONSULTANT:- 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, thereunder from time to time.

14. 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 minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO ASSISTANT CONSULTANT :-

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.

16.LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

17.CANCELLATION OF CONTRACT FOR CORRUPT ACTS:- BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall :-

(i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR

(ii) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR

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

#### **18. RISK PURCHASE CLAUSE:**

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 AGM/WCMs 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.

#### **19. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -**

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

If the Contractor,

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

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

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

OR

c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .

d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by AGM/WCMs which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or Assistant consultant 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.

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

If the Contractor :

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

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

## 21.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.

22.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/Assistant consultant 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.”

23.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 SM/Finance 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.

24.PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by SM/Finance.

25.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.

26. 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.

27.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".

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

extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor.

29.ARBITRATION :- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

30.SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

31.All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

32.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.

33.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.

34.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

35.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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#### *ANNEXURE IV*

#### *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 Assistant consultants shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the Assistant consultants 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 Assistant consultant and strictly to be used while carrying out the work.
8. If the contractor's assistant consultants 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 Assistant consultant. 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.



## ANNEXURE V

### 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.
- (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 thereunder 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 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 labourer 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.

**WAGES:**

- (9) 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.4100/- for SW shall be paid per month per worker. The present wages is as below;

<b>Item</b>	<b>Skilled Worker(Rs.)</b>	<b>Unskilled worker</b>
Monthly basic pay	8205	7650
Monthly D.A.	4235	4235
BHEL Adhoc	4100	3200
Total wages	<b><u>Rs.16540</u></b>	<b><u>Rs.15085</u></b>

The statutory requirements like PF,ESI & OT will be applicable for the above total wage of Rs.16540 for SW and Rs.15085 for USW. Bonus amount will be as per bonus act. Minimum wage increase during the contract period **upto 5% will be borne by contractor.** Beyond 5% increase will be reimbursed by BHEL based on documentary evidence for exceeding 5% only.

- (10) The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. All the payments shall be made through bank only.
- (11) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10<sup>th</sup> day of the following month.

- (12) 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.
- (13) 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.
- (14) Wages due to every worker shall be paid to him through bank only.
- (15) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- (16) 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 . . . . .
- (17) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer Incharge each month in a form enclosed.
- (18) 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.
- (19) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form:
  - a. Serial Number
  - b. Location
  - c. Period of work
  - d. No. of contract labour engaged during the month
  - e. No. of days worked
  - f. No. of mandays worked
  - g. Wages paid to his/her workers

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

**REGISTERS RECORDS AND COLLECTION OF STATISTICS.**

- (20) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and the related Central Rules 1971 there under 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(proof of bank remittance), 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 CONDITIONS:

- (27) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- (28) The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- (29) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- (30) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- (31) The contractor shall give four paid national holidays to his workers, viz 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October in addition local holidays declared by BHEL,Ranipet.
- (32) The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- (33) 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.
- (34) No women worker shall be required or allowed to work in the factory except between the hours of 6.00 A.M. and 7.00 P.M.

- (35) 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:

- (36) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- (37) 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).
- (38) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- (39) 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 1.75% of wages to be recovered from his/her workmen and 4.75% 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.
- (40) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (41) 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.

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 13.36% respectively..

- (42) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (43) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
- (44) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other

contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.

- (45) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- (46) In case of non compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- (47) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

**General:** Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

## UNPRICE BID

Sl no	NATURE OF WORK	Unit Of Measurement	Quantity 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	106800	20.73158
2	Data Entry in Accounts payables such as Cenvat credit availment, other similar datas to be keen into the system (creditors and contractors) Etc..	No.of records	234600	8.25947
3	Documentation such as Filing of Records, photocopying, scanning, despatching documents, taking Print out etc..	No.of Records	315600	5.57722
4	Technical Assistance in Accounting such as accounting of Fixed assets, Debit advice Slip process for payment etc..	No.of files	114000	24.14380
5	Billing to Customer as per LWB and Packing slip	No.of Records	91200	24.13755
6	Invoice wise linking and posting of Collection amount from Customer.	No.of Records	64800	17.15037

GST : %

GST percentage to be mentioned above.

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**PRICE BID**

<b>Sl no</b>	<b>NATURE OF WORK</b>	<b>Unit Of Measurement</b>	<b>Quantity Per Annum</b>	<b>% allocation</b>
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	106800	20.73158
2	Data Entry in Accounts payables such as Cenvat credit availment, other similar datas to be keen into the system (creditors and contractors) Etc..	No.of records	234600	8.25947
3	Documentation such as Filing of Records, photocopying, scanning, despatching documents, taking Print out etc..	No.of Records	315600	5.57722
4	Technical Assistance in Accounting such as accounting of Fixed assets, Debit advice Slip process for payment etc..	No.of files	114000	24.14380
5	Billing to Customer as per LWB and Packing slip	No.of Records	91200	24.13755
6	Invoice wise linking and posting of Collection amount from Customer.	No.of Records	64800	17.15037
	<b>TOTAL AMOUNT IN RUPEES</b>			
	<b>GST % and GST AMOUNT in Rs.</b>			
	<b>Total amount including GST in Rs.</b>			

**Total amount only to be quoted.** Individual rate will be derived from the percentage allocation mentioned above from the quoted value.