



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

BOILER AUXILIARIES PLANT

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WORKS CONTRACT MANAGEMENT DEPARTMENT

REGISTERED POST WITH ACK.DUE

NOTICE INVITING TENDER

Tender Notice No	9880018E, DT: 14.06.2018.
Name of work	Fabrication & Painting of facility items and fixtures as per BHEL drawings, inside BHEL premises.
Type of tender	Open tender.
Period of contract	One Year
Earnest Money Deposit (EMD) Amount	Rs.31,000/- (Rupees Thirty one thousand only)
Last date & Time for Receipt of the Tender	03.07.2018 at 14.00 hrs
Date of Technical bid Opening	03.07.2018 at 14.30 hrs onwards.
(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid.
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:	DGM / WCM DEPARTMENT ENGG. BUILDING –GROUND FLOOR(WEST SIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET , VELLORE 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 Govt tender web site: http://tenders.gov.in/ and also 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 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 news papers. Bidders shall keep themselves updated with all such developments.	
5. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.	

**DGM / WCM
ISSUING OFFICER**

INDEX

CHAPTER	DESCRIPTION	PAGE NO
1	Scope of Work	<u>3</u>
2	Qualifying Requirements (QR)	<u>4</u>
3	Details to be filled by the Bidder	<u>6</u>
4	Tender Conditions	<u>7</u>
5	General Instructions to Tenderers	<u>10</u>
6	Special Conditions of Contract	<u>14</u>
7	General Conditions of Contract	<u>16</u>
8	Price Bid	<u>31</u>

[Back to Index page](#)

SCOPE OF WORK

1. Collection of necessary drawings for fabrication.
2. Collection of all input materials/components/fasteners/paints issued from BHEL stores/cut bit stores on free issue basis.
3. Movement of collected materials/components/fasteners to the place identified , for the of Works.
4. Mobilizing the adequate required Manpower and deployment for the works to meet BHEL's time schedule.
5. Fabrication of structural steel Components / items as per BHEL drawings and specifications.
6. The contractors shall bring all other accessories like welding machines including welding electrodes, gas cutting sets including gas, grinding machine with grinding wheels, drilling machine with drill bits, tools & tackles, crane, safety equipments, ladders etc. to carryout the fabrication work.
7. The finished items after fabrication shall be cleaned and painted as per BHEL requirements.
8. Movement of finished goods to respective area in shop/office is in contractor's scope.
9. Simple fixing / mounting of facility items are in contractor's scope.
10. Maintaining records for receipt of materials from BHEL , its utilizations & returning of excess material etc..including paint drums.
11. Returning of any excess materials including prime material / big size scrap/cutbits/ scrap/fasteners/empty paint drums etc. to BHEL stores as instructed by BHEL Engineer.

BHEL'S SCOPE :

1. All materials required as per BOM of the drawings.
2. Power will be supplied at free of cost by BHEL.
3. Stress relieving of the welded components, if required.

[Back to Index page](#)

QUALIFICATION REQUIREMENTS (QR):

Name of work: Fabrication & Painting of facility items and fixtures as per BHEL drawings, inside BHEL premises.

S.No	Description	Details (To be filled by the Contractor)
1	EMD Details: Rs.31,000/- or Valid MSME Certificate	DD/ MSME Ref. No. _____
2	Average annual financial turnover of the Contractor during the last 3 years ending on 31st March 2018, should be at least Rs.4.65 lakhs and the bidder should submit audited balance sheet and Profit & Loss Account for the last three years (2015-16, 2016-17 & 2017-18), duly certified by chartered accountant / auditor.	2015 – 16:
		2016 – 17:
		2017 – 18:
3	Contractors having experience of successfully completed similar works (ref. Note 1 below) during the last 7 years as on 31.05.2018 should be either of <u>the following three categories.</u>	
3. a	<u>Category no:1</u> Three similar completed works each costing not less than the amount equal to Rs. 6.20 Lakhs.	Client : Name of work : Value of Wok : Rs. Completion Certificate issued by : Date of completion of work :
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work :
		Client: Name of work: Value of Wok : Rs. Completion Certificate issued by : Date of completion of work :
OR		

3.b	<p><u>Category no:2</u></p> <p>Two similar completed works each costing not less than the amount equal to Rs. 7.76 Lakhs.</p>	<p>Client: Name of work:</p> <p>Value of Wok : Rs. Completion Certificate issued by :</p> <p>Date of completion of work: :</p>
		<p>Client: Name of work:</p> <p>Value of Wok : Rs. Completion Certificate issued by :</p> <p>Date of completion of work:</p>
OR		
3.c	<p><u>Category no:3</u></p> <p>One similar completed work costing not less than the amount equal to Rs.12.41 Lakhs.</p>	<p>Client: Name of work:</p> <p>Value of Wok : Rs. Completion Certificate issued by :</p> <p>Date of completion of work:</p>
<p>Note1: 'Similar Works' mentioned in SI.No-3 above shall mean "Successfully completed fabrication and painting of Structural steel items".</p>		
<p>2. Tender bids not meeting any of the above pre-qualification criteria shall be rejected and shall not be considered for further evaluation of tender.</p>		
<p>3. The bidders to note that possession of Provident Fund (PF) code is not a pre-condition for participation in the tender. However, the successful bidder should ensure to get the PF code Number and the PF amount deducted from their employees are to be deposited in this PF code along with their contribution.</p>		
<p>4. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.</p>		
<p>4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.</p>		
<p>5. Offers of the Contractors/Suppliers , against whom , any unit of BHEL had initiated process for banning or already banned will summarily be rejected.</p>		
<p>6. In case a Partner or a member having partnership or membership in more than one firm, offer from one firm only will be considered and offer from other firms will not be considered.</p>		

[Back to Index page](#)

Details to be filled by the Bidder

S.no.	Description	To be filled by Tenderer
1.	Name of the Tenderer	
2.	Address for Communication	
3.	Telephone , Mobile No & Mail Id.	
4.	Details of experience in Similar Work	
5.	Copies of Audited Balance Sheet and Profit & Loss Account for "3" years (2014-15, 2015-16 & 2016-17) duly certified by Chartered Accountant/Auditor.	Enclosed / Not Enclosed
6.	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
7.	Whether the firm is individual firm or Sole proprietorship firm or partner ship firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
8.	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
9.	PAN no and documentary proof (Photo copy has to be enclosed)	
10.	Registration under Tamil Nadu GST, GST No. (Photo copy has to be enclosed)	
11.	The GST heads under which the enlisting person registered with Excise Authorities and copy of GST registration certificate has to be enclosed	
12.	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
13.	Income Tax returns filed acknowledgement for last 3 years are to be enclosed.	
14.	Applicable GST quoted Note: Please refer clause no.50 (page no. 27) of Special Instructions of this Tender regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%

[Back to Index page](#)

TENDER CONDITIONS

- 1) Tenders must be submitted in sealed covers and should be addressed to DGM / WCM, BHEL/BAP/RANIPET-632406, with full name and address of the tenderer and the name of the work being super scribed on the cover. Late offers & incomplete offers shall become liable for rejection.
- 2) The tender shall be submitted as given below.
 - Cover-1 shall contain the EMD alone. Tender without EMD / valid MSME certificate (as per MSE Clause listed in point no.35) will be summarily rejected.
 - Cover-2 shall contain the techno-commercial bid (Page 1 to 30) and all relevant documents.
 - Cover-3 shall contain only the price bid.(Part II Page 31)

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

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

- 3) **At the time of tender opening,**
 - Covers containing EMD (as per MSE Clause listed in point no.35), alone shall be opened first. Tenders received without earnest money deposit in full or part, in the form prescribed shall be summarily rejected.
 - Techno commercial bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
 - Price bids will be opened, after evaluation and suitability of technical bids.
 - If any of the tenders not fulfilling the Qualifying Requirements (QR) or non submission of valid documents within the time limit prescribed by BHEL, their offer shall be rejected.

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

- 4) The Tender documents shall be published in the BHEL Web sites / Govt tenders web page / CPP Portal. Any clarifications/corrigendum in this regards will be given only through BHEL web-sites & CPP Portal and not in any other mode of communication. Bidders shall visit the web page periodically.
- 5) Contractor shall quote the rate in all the columns against each schedule of the rate schedule enclosed in Rupees & Paise only. In case of any difference in the rates quoted in figure and in words, the lower of the two rates will be taken as tendered rates. If any column is not filled, the offer shall be rejected.
- 6) All entries in the tender documents should be in ink only. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 7) In case the tenderer finds discrepancies or omissions in any of the tender documents or doubt as to their meaning, he shall at once address the authority inviting the tender, for clarification before tender opening.
- 8) Earnest Money Deposit (EMD) of **Rs.31,000/- (Rupees Thrity thousand only)** in the form of Demand Draft (DD) drawn from any nationalized bank, in favor of "BHEL, Ranipet" payable at SBI, Mukundarayapuram Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/prelogin/icollecthome.htm>-Please ref: Special conditions: Page no.15, sl.no.13) and enclose the payment details in the EMD cover. However they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. EMD in any other form will not be accepted. If vendor have their valid MSE Certificate, need not to pay EMD for this work.

- 9) **The tender document without EMD amount will be rejected.** The EMD amount submitted will be retained by BHEL till finalization of the contract. EMD submitted by the successful tenderer will be adjusted against security Deposit, and retained till the valid period of the contract/fulfillment of contractual obligations. EMD given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful tenderer. EMD paid on the name of bidders only acceptable.
- a) "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."
b) "No interest shall be payable by BHEL on earnest money or security deposit, if applicable, or any money due to the contractor by BHEL."
- 10) EMD by the tenderer will be forfeited if (i) after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within 15 days from the date of LOI/Contract.
- 11) Tenders shall be sealed and superscribed with tender number. Tenders submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE" (or) 'SPEED POST'(or) 'COURIER'.. These shall be posted with due allowance for any delay in postal delivery. On no account, tenders received after the due date and time fixed for receipt of tenders, will be accepted.
- 12) Last date & time for the receipt of the tender in the office of the DGM / WCM is on **03.07.2018 up to 14.00 Hrs.**
- 13) The Techno commercial bid will be opened in the office of the DGM / WCM is on **03.07.2018 at 14.30 Hrs.** in the presence of such of those tenderers who choose to be present.
- 14) BHEL reserves the right to reject the lowest or all the tenders without assigning any reason and to split up the quantity to more than one tenderer.
- 15) If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.
- 16) 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.
- 17) The tenderer should produce certificate of credit worthiness along with particulars of cash credit/overdraft/Bank Guarantee/solvency facilities for limits enjoyed by them and the extent of the utilization so far from their bankers.
- 18) Tender documents will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.
- 19) All tenders shall reach WCM on or before the specified scheduled date & time. Tenders submitted after the due date will not be considered. BHEL is not liable for loss/damage/delay of the tender documents in transit.
- 20) The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.

- 21) **AGREEMENT:** The tenderer after award of work by BHEL through letter of indent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100/-.The cost of stamp paper will be borne by contractor.
- 22) **STAMPING THE AGREEMENT:** The expenses of completing and stamping the agreement are borne by the contractor.
- 23) Tenderers should read the tender documents, general terms and conditions thoroughly and to be acknowledged by signing at the bottom side in all the documents papers and the same may be submitted.
- 24) If tenderer have any question arises about the tenders, they may please get it clarified from WCM during week days from 08.00 to 16.00 hrs with the under signed.

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

26) 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."

27) Fraud Prevention Policy:

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

28) Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

29) **SET OFF Clause:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

30) "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."

[Back to Index page](#)

GENERAL INSTRUCTIONS TO TENDERERS

1. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted. Belated/late offers and incomplete offers shall become liable for rejection.
2. At the time of tender opening,
 - covers containing EMD alone shall be opened first.
 - Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
3. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
4. Tenders not submitted on the prescribed forms will be rejected.
5. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, house keeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
6. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the DGM/WCM, the EMD amount will be forfeited by BHEL RANIPET and acceptance of his tender will be withdrawn.
7. M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
8. Before submitting the quotation the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
9. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
10. The contractor's responsibility under this contract shall commence from the date of issue of LOA / WORK ORDER by BHEL.
11. (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of it's partners or dependents of partners employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
12. In the event of expiry or incapacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
13. 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.
14. 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.
15. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.
16. 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.
17. 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.

18. Tenderers shall not increase their quoted rates at any point of time.
19. 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.
20. 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.
21. 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.
22. 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.
23. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
24. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
25. 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.
26. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
27. In case negotiation is found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. The Successful Tenderer shall agree to the following conditions:
Contractor shall indemnify and keep indemnified BHEL, its other contractors and /or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
 - i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.

- iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
- iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

34. 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.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

35. **If vendor have their MSE Certificate, EMD need not to pay for this work.**

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

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

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

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

Certificate by Chartered Accountant on Letter head

This is to certify that M/s....., (hereinafter referred to as 'Company') having its registered office at..... is registered under MSMED Act 2006,(Entrepreneur memorandum No(Part-II)..... dt:.....Category:.....(**Micro/Small**).(Copy enclosed)

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

- 1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
- 2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

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

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

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant:

[Back to Index page](#)

SPECIAL CONDITIONS OF CONTRACT

- 1) The Contractor to bring adequate manpower for carrying out and completion of the daily activities/works that are assigned by the MTD &TE Officials specified in the Tender Schedule. The manpower may be increased or decreased depends upon quantum of work. If the Contractor is not completing the assigned work in time as specified by BHEL , the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
- 2) The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
- 3) Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
- 4) The minimum safety equipments required to be provided for the contractor's workmen under this contract are **safety boots, leather hand gloves, welding screen, welding/cutting goggles and apron**. It is the responsibility of the contractor not only to provide the work force with such safety equipments at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by with holding the amount recommended by BHEL /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to follow the BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly.
- 5) As required under the Tamilnadu contract Labor (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.
- 6) Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
- 7) The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly the contractor shall cover all his workers under ESI scheme and produce the enrollment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
- 8) The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
- 9) The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act effective from 01.04.1996 applicable for Engineering and Fabrication industry from time to time.
- 10) Any increase in wages paid to the workers on account of revision by T.N. Government subsequent to the award of contract and or during any time of execution of the contract WILL NOT BE REIMBURSED TO THE CONTRACTOR at actual. The contractor has to foresee such eventuality in advance and quote the rates accordingly.
- 11) The contract laborers shall also be allowed paid Weekly Off as per rules.

12) The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

13) **Note: BHEL has now made arrangements for payment of EMD thru“ Online. The steps to make online payment is detailed as below:**

- 1) Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2) Click „Proceed“ button
- 3) Select „Tamilnadu‘ in the drop down menu under „State of Corporate/Institution *”
- 4) Select „PSU-PUBLIC SECTOR UNDERTAKING“ in the next drop down menu under “ Type of Corporate/Institution”
- 5) Click „Go“ button
- 6) Select „BHEL BAP RANIPET in the drop down menu under “PSU-PUBLIC SECTOR UNDERTAKING“
- 7) Click „Submit“ Button
- 8) Select „EMD „ in the drop down menu under ‘ Select Payment Category“
- 9) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- 10) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

SAFETY PRECAUTIONS

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 equipments such as gloves, boots, helmets etc must be issued to the workmen by the contractor with their own cost 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.

[Back to Index page](#)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION: -

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

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

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

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

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

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

- a. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
 - i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)(Note: BHEL will not be liable or responsible in any manner for the collection of interest **or renewal of the documents or in any other matter connected therewith**)
- b. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

- c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- d. EMD of the successful tenderer will be converted and adjusted against security deposit.
- e. EMD and security deposit shall not carry any interest.

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

- 12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- 13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- 14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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 authorized officials of MTD&TE which is final and conclusive) being

less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

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

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

If the Contractor,

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

OR

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

OR

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

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

If the Contractor :

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM or his authorized representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under ;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by

AGM/WCM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in

determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

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

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

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

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

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

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

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

31.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.

32. 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.

33. REFUND OF SECURITY DEPOSIT:- If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. **It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.**

34. 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.

35. 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. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

36. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

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

43. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
44. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.
45. **PAYMENT TERMS: Payment will be made on “Monthly submission of bills”, for completion of works , duly certified by the BHEL Engineer/Official. Every bill / claim is to be enclosed with certified Material accounting statement (work wise / Drawing wise), on the date of submission of bill(s).**

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 :

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker (ITI Holder with 3 years Experience / Diploma Holder / BE Holder) (Rs.)
Basic Pay as on 03.01.2018	7,650 pm	7,950 pm	8,205 pm
Dearness allowance as on 03.01.2018	4,235 pm	4,235 pm	4,235 pm
BHEL Adhoc (2000 + 1200) per month	3,200 pm	3,700 pm	4,100 pm
Total wage per month	15,085 pm	15,885 pm	16,540 pm

Payment of Bonus to be ensured as per Bonus act.

- 10. **Any increase in minimum wages, by the State Government , during the period of Contract, will have to be borne by the Contractor.** 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. **The contractor has to pay the wages to their workers through worker's Bank account 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 10th 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 direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- 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.
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.

20. REGISTERS RECORDS AND COLLECTION OF STATISTICS.

21. 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.,
22. The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
23. Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
24. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
25. The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
26. 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.
27. 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:

28. 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.

29. 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.
30. 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.
31. 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.
32. The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October. 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. The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.

NOTICE OF ACCIDENT:

35. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
36. The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
37. 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.
38. 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.
39. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

40. The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
41. All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13.36% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
42. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
43. The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
44. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
45. The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
46. In case of non compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor
47. Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
48. **LD/Penalty clause:** To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.
49. **General:** Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

50. GST :

Registration & GST Rate

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

4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
 - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

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

Anti-profiteering Measure

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provision

13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- 16. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**
17. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

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

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

The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the labourer & staff deployed in the work.

The contractor will have to submit the GST Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**

Rates quoted shall be Firm throughout the contract period including total extended period if any and shall include all royalties, all types of taxes applicable in any manner on works contract / VAT or any other taxes levied and leviable under the state or central government rules during the currency of the contract .

The Bharat Heavy Electrical Limited will not entertain any claim whatsoever in this respect. In quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

The L1 will be decided based on the lowest cost to BHEL.

In case of any change in existing taxes due to Govt. notifications, the same will be applicable for this contract. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statue shall be carried out.

[Back to Index page](#)



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

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

PLACE:

DATE:

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

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

[Back to Index page](#)

PRICE BID

(To be submitted in a separate Envelope)

Name of Work : Fabrication & Painting of facility items and fixtures as per BHEL drawings, inside BHEL premises.

Period of Work : One Year.

Tender Notice No : 9880018E, DT.14.06.2018.

Sl.no.	Description of Work	Qty in MT (a)	Rate / MT in Rs. (b)	Amount in Rs. (c) = (a) + (b)
01	Fabrication and painting of facility items and fixtures as per BHEL drawings with BHEL free issue materials within BHEL premises.	210 MT		
02	Applicable GST amount @ _____ %		(d)	
03	Totla amount including GST		(e) = (c) + (d)	

(Total amount incl. GST for One year in words : Rupees _____
 _____ only)

Note: 1. The tenderer should not claim any monthly quota (quantity) and also any other condition.

2. Payment shall be made for the actual quantity of work executed.

[Back to Index page](#)