


BHARAT HEAVY ELECTRICALS LIMITED

 CORPORATE RESEARCH & DEVELOPMENT DIVISION
 VIKASNAGAR, HYDERABAD - 500 093, INDIA

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ENQUIRY

Ref: 652050301

Date 07-01-2021

Enquiry for Job contract for electrical maintenance works.

Enquiry No:652050301 Enquiry Date : 07-01-2021 Due Date: 28-01-2021 Indicative Delivery Date : 01-03-2021

Sl.No	Item Description	Unit	Qty
1	Job contract for electrical maintenance works at lab complex and township.	UNIT	676

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Tanuja Priyadarshini
 Dy Manager
 tanujap@bhel.in

	ENQUIRY & QUALIFYING CRITERIA	Volume - 1 Enquiry No 652050301
Job contract for electrical maintenance works.		

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Job contract for electrical maintenance works at lab complex and township. - 676 UNIT
3	Enquiry Reference no.	652050301
4	Indicative Delivery Date	01-03-2021
5	Due date, Time and place for submission of tender	28-01-2021 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 28-01-2021, 2 PM
		Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the

7	Mode of Submission of Tender	unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.
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	PRE QUALIFYING CRITERIA(PQC)	Volume - 1 Enquiry No 652050301
Job contract for electrical maintenance works.		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Pre Qualification criteria	1. PRE-QUALIFICATION CRITERIA- 1.1 Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the annual value of estimated cost. 1.2 EXPERIENCE- Experience of having successfully completed similar works during last seven years ending previous day of last date of submission of application should be either of the following: a) Three similar completed works each of value not less than 40% of annual value of estimated cost put to tender OR b) Two similar completed works each of value not less than 50% of annual value of estimated cost put to tender OR c) One similar completed works of value not less than 80% of annual value of estimated cost put to tender. d) Copy of completion/performance report from the organization where the work is executed is to be enclosed. For the work executed (Completed work) in BHEL the Work Order copy is acceptable. Similar Works- All works related to Electrical maintenance work, Electrical equipment installation/erection/commissioning works are considered as similar work.	
2			
3			
4			
		The condition of Prior Turnover and prior experience is relaxed for all	

	Relaxation of Norms for Startups	startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	
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Signature of the bidder with Seal & Date

	GENERAL TERMS & CONDITIONS (GTC)	Volume - 1 Enquiry No 652050301
Job contract for electrical maintenance works.		

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women. The definition of MSEs owned by women Entrepreneurs is clarified as under: i. In case of proprietary MSE, Proprietor shall be woman ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit. iii. In case of private limited companies, at least 51% shall be held by Women Promoters. (Such enterprise will have to submit relevant document for proof of women ownership during offer submission) In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately. "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 with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (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 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. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.

		No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. " Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by other than above two categories The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.
2	Preference to Make in India	For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class 1 Local supplier/ Non-Local supplier and purchase preference to Class 1 Local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT
		a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection. b. We, BHEL R&D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 & Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison. c. Taxes & Duties quoted will be taken for evaluation of landed

3	General	cost & order placement and no change will be entertained later except in the case of changes made by the government. However please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. In case any Taxes/ Duties exempted, a self declaration for the same may be attached to the offer. Changes in taxes and duties because of the changes in turn over etc will be to supplier's account. d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change. e. BHEL R&D do not issue 'C' form . f. L1 status shall be decided on Cost to BHEL Basis.
4	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
5	Discrepancy in words and 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 upto 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.
6	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
7	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.

8	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	EMD	Submission of earnest money deposit (EMD) along with offer is required. EMD is to be deposited in cash (as permissible under IT act), or by pay-order/Demand Draft drawn in favour of BHEL R&D, Vikasnagar, Hyderabad 500 093. EMD amount will be returned to all unsuccessful bidders after placement of order. EMD amount shall not carry any interest. EMD by the Tenderer will be forfeited as per NIT conditions, if: i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. EMD amount is Rs. 10529
		Successful bidder shall submit a security deposit at the time of release of order and the amount will not carry any interest. The amount of security deposit will be 5% of the contract value.

14	Security Deposit	EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit. Modes of Deposit: 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)
15	Arbitration	Subject to the exclusive jurisdiction of the Medchal, Malkajgiri Courts, Telengana State , India , in respect of any suit or other legal proceedings relating to this contract.
16	Fraud Prevention Policy	The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
17	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1
Enquiry No
652050301

Job contract for electrical maintenance works.

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery Penalty Clause	Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with applicable GST thereon shall be recovered.	
2	Payment terms for Indian Offers	Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno-Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.	
		Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC)	

3	Two part	c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) d. Signed commercial bid e. Copy of Price-bid with price(s)
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		cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.	
4	Validity of Offer	90 days from date of techno-commercial bid opening.	
5	Rate Contract	In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date

	OTHER TERMS & CONDITIONS	Volume - 1 Enquiry No 652050301
Job contract for electrical maintenance works.		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	SP1	The tender is non divisible	
2	SP2	Tenders received without EMD are liable for rejection. For Service Contract, bodies specified by Ministry of MSME including MSEs shall be exempted from paying minimum EMD	
3	SP3	Contractors engaged at BHEL R&D shall pay Earnest Money Deposit. EMD will neither be adjusted against their pending bills nor be transferred from one work to the other	
4	SP4	If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.	
5	SP5	The Earnest Money will be retained in the case of the successful tenderer and will be converted to part of security Deposit for the due performance of the contract. EMD and SD will not carry any interest. Deposits will be dealt with as provided in the conditions attached to the tender. The Earnest Money will be refunded to the unsuccessful/ technically rejected	

		tenderer after the intimation of rejection.	
6	SP6	BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on account of noncompliance of PQR terms.	
7	SP7	Only Indian Suppliers can participate in the tender.	
8	SP8	The tenderer shall make himself or his representative available at the office of the AGM (CWC) for tender related clarifications as per written/oral intimation to him.	
9	SP9	The successful tenderer shall make himself available at the office of AGM (CWC) for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.	
10	SP10	EMD by the Tenderer will be forfeited as per Tender Document if:- a) After opening the tender, the Tenderer revokes his tender within the validity period or increases his quoted rates. b) The tenderer does not commence the work as per LOI/Contract schedule. In case the LOI/contract is silent in this regard then within 15 days after award of contract. EMD shall not carry any interest. EMD of the successful tender shall be converted and adjusted against the security deposit. Note: Acceptance of Security Deposit against Sl. No.(iv) and (vi) above will be adjusted to Hypothecation or endorsement on the documents in favour of BHEL	

		R&D. However, BHEL R&D 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	
11	SP11	EMD will be retained to keep the offer open for a period of 90 days from the date of opening of the tender; it being understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to Tender in consideration of the above stipulation on his part and that he shall not alter or modify the terms and conditions thereof in a manner not acceptable to AGM (CWC) Should the tenderer failed to observe or comply with the foregoing stipulation, the aforesaid amount of EMD shall be liable to be forfeited.	
12	SP12	Tenderer shall pursue carefully the instructions provided in 'Direction to Parties Tendering' and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Bid Format. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering.	
13	SP13	AGM (CWC) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.	
		The offer shall be valid for a	

14	SP14	minimum period of 90 days from the date of opening of the tender	
15	SP15	RISK PURCHASE: BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation. a) If at any time during the period of the contract, the bidder fails to tender all or any of the services required under the scope of work and the contract is unsatisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit. b) To recover the dues from the bidder, from any payments due to the bidder under this or any other contract or from the Security Deposit. c) To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract	
		A. CWC Tender box is located at Security Control Room for submitting Tenders. B. Tenders would be received in two-bid system / Open tender 1. Technical bid (First sealed envelope / cover) should contain All pages of the tender duly signed (including unpriced bid in Schedule – A) along with EMD and supporting documents 2. Price bid (Second sealed envelope / cover) Should contain only Annexure– with rates and prices. 3. Envelopes should be super-scribed with Tender Enquiry No and date C. Tender opening On the day of opening, only technical bids (first envelope) would be opened. The technical offers would be evaluated for compliance to technical requirements and terms and conditions of contract. Gaps if	

16	SP16	any would be clarified from the vendor during technical scrutiny. Un- acceptable offers would be rejected without any notice. On scrutiny and acceptance of the technical bids, price bids of accepted parties only, would be considered for opening. Date of opening of price- bids will be intimated to the qualified parties, separately. The technical-bid consists of technical schedules requiring documentary proof. In case the contractor/agency has not satisfied all the conditions along with documentary proof, the tender will be rejected. Technical and price bids must be in two separate covers, clearly marked as "Technical-bid" and "Price-Bid". The tender notice / item number for which offer is submitted shall also be clearly written on top of the covers. Common or mixed tenders (with both technical and price bids in one envelope technical-bid containing prices offered as in one part bid), if received will be REJECTED. The technical-bid shall also include unpriced price-bid to indicate true style in which price-bid has been submitted. All pages of the pricebid document shall be signed and stamped by the tenderer at the bottom of the page.	
17	SP17	BHEL's General Conditions of Contract as enclosed shall apply for this work. Income Tax will be deducted as applicable. GST will be deducted as applicable. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.	
		OTHER CONDITIONS OF CONTRACT 1 THAT the contractor shall undertake to maintain the following registers as per prescribed Proforma 1.1	

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Register of workmen (Form xiii) 1.2
 Muster Roll (Form xvi) 1.3 Wages
 Register (Form xvii) 1.4 Leave
 Register 1.5 Register of Over time
 and deductions 2 THAT the
 company after proper checking of
 the bills submitted by the said
 contractor will pay to him during
 the progress of the said work, at the
 said contract rates and agreed terms
 of payment, a sum as determined by
 the company in respect of the work
 executed by the contractor. 3 THAT
 the contract shall come into force
 with retrospective effect from the
 date on which the letter accepting
 the tender (letter of Intent) has been
 communicated to the said
 contractor. 4 THAT whenever
 under this contract or otherwise any
 sum of money shall be recoverable
 from or payable by the contractor
 the same may be deducted in the
 manner as set out in the conditions
 of contract as aforesaid. 5 THAT all
 charges on account of Octroi,
 Terminal and Sales-Tax other duties
 on materials obtained for the works
 shall be borne by the said
 contractor. 5.1 It is also agreed
 between parties that the second
 party to the contract will ensure
 adherence to all statutory
 requirements under the State Rules
 in respect of service conditions for
 the employment of contract labour.
 The second party also hereby
 undertakes to get himself licensed
 from the appropriate authority as a
 contractor in accordance with A.P.
 Contract Labour (R&A) Rules,
 1971. It is understood by the second
 party that for this agreement to be
 effective, the prime condition is his
 fulfilling the condition being
 licensed as a contractor under the
 state Legislation and the
 continuance of the agreement is
 subject to his sustained ensurance of
 the agreement is subject to his

SP18

sustained endurance of fulfillment of all statutory requirements including those contained in Labour Commissioner's Notification No.8385/79 in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respect of observance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination in regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time. 5.2 The Contractor shall ensure abidance by all the labour laws especially including contract Labour (R&A) Act, payment of wages, Workmen's Compensation Act, Minimum wages Act, as amended from time to time. 5.3 The contractor will obtain a separate provident fund code for his establishment and ensure implementation of provident fund Act in the case of all eligible employees and in the process shall conform to all the stipulated conditions under the PF Act and rules framed there under. 5.4 Notwithstanding clause (c) above in case of any financial loss incurred by the company on account of the contravention of the provident fund regulations or any regulation of rules touching the same by the contractor, the contractor shall undertake to indemnify the company to the extent of the loss

		incurred by the company. 6 THAT the contractor shall be solely responsible for the safety and good conduct of the staff employed/ deputed by him at site. BHEL shall not have any obligation toward compensation or otherwise towards any incident, mishap etc. 7 Contractor shall ensure Personal Accident Insurance policy of Contract Workers. 8 THAT it is agreed between the parties that the non-exercise of any of the powers conferred on the Authorities of the company, will not in any manner constitute waiver of the conditions here to contained in those presents and the liability of the said contractor either of past or future compensation shall remain unaffected. 9 Any claim or dispute arising under the terms of this document shall only be enforced or settled at any courts located at Hyderabad / Secunderabad / Ranga Reddy only. 10 THAT the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, Corporate R&D D	
19		GST CLAUSES: The following to be mentioned under Separate Head: Taxes & Duties- GST Clauses in the NIT. a) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL. b) 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	

SP19	interest levied/leviable on BHEL. c) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed. e) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable. f) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG g) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. h) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.	
	Compensation clause BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of	

20	SP20	its employees as detailed below. a. Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution , erection and commissioning , services , repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/offices/townships and premises/Project sites. c. Compensation in respect of each of the victims: i. In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh) ii. In the event of further permanent disability: Rs 7,00,000/- (Rs Seven Lakh). d. Permanent Disablement: A disablement that is classified as permanent total disablement under the provision to section 2 (i) of the Employee's Compensation Act 1923.	
21	SP21	i. A single percentage (%) must be quoted at in the price bid Proforma. ii. Price bid evaluation will be made on the basis of % quoted by bidder. iii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the	

		selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers”.	
22	SP22	In contracts with running bills, Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the security deposit should be deposited before the start of the work and the balance 50% will be recovered from the running bills.	
23	SP23	With reference to PQC clause 1) Annual value of Estimated cost may be read as 526428.24 2) 30% of annual value of estimated cost may be read as Rs.157928.47. 3) 40% of annual value of estimated cost put to tender may be read as Rs. 210571.29. 4) 50% of annual value of estimated cost put to tender may be read as Rs. 263214.12. 5) 80% of the annual value of estimated cost put to tender may be read as Rs. 421142.59 All the above values are without taxes.	

Signature of the bidder with Seal & Date

	ITEM SPECIFICATIONS	Volume - 2 Enquiry NO 652050301
Job contract for electrical maintenance works.		

SL.No.	Item			
1	Job contract for electrical maintenance works at lab complex and township.			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Job contract for electrical maintenance works at lab complex and township.	Electrical maintenance works as per Annexure-1 to 11 of Tender document.	
G	General Specifications			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Job contract electrical maintenance works at lab complex and township.	As per Annexure-1 to 11 of tender document.	

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

BHEL R&D
RD-DP-MPX-F-22

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENT AND 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND (90 -X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
				SAME	NIL
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL.
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL.
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL.
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL.
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL.
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL.
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL.
				90% OF BASIC VALUE ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL.
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL.
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110%	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF

				BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
C	OLD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL	
			IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST	
			IF AGREED FOR X%	LOADING @ (10-X)% OF THE BASIC MATERIAL COST	
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X) MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	AGREED	NIL	
			NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10% OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)	

AGREEMENT

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 093 hereinafter called "the Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and as signs herein after called First Party) of one part and ----- (hereafter called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide **LO No.** ----- (hereinafter called "Contract") for the work -----, site at Vikasnagar, Hyderabad-93 of Bharat Heavy Electricals Limited, Corporate Research and Development Division, situated approximately 9 KMs west of Secunderabad City, more particularly described in the schedule including drawings and specification attached herewith on ----- "Contractor") and the said contract made for the above said work. "Contractor") and the said contract made for the above said work.

AND WHEREAS the contractor has agreed to the retention by the first party of the Security Deposit of ₹ ----- (Rupees -----); i.e. 5% of the agreement value Rs. -----) paid by him when he submitted his tender as part of the security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the copy of the Central Public Works Department Standard Specifications and addenda volume, BHEL General Conditions of contract maintained in the Engineer/Manager (Civil)'s office and is bound by all the standard specifications for items of work described by a standard specifications numbers in "Schedule-A" and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Schedule-A and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions), the work shown upon the drawings and described in the said specifications and set forth in Schedule-A as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the "Schedule- A" as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from the date on which the site or premises was handed over to the contractor. **The Contract shall be for a period of -----** from the actual commencement date as stipulated herein.
2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding anything mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.
4. That the expenses of completing and stamping the agreement shall be paid by the contractor.
5. The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance

- or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor is also liable for legal action by the company for civil and or criminal consequences.
6. For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.
 7. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the Sole Arbitration to be agreed be both parties in accordance with Arbitration and Conciliation Act 1996 or the amendments made thereof and the rules thereunder. Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
 8. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.
 9. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
 10. The award given by the arbitrator is binding on both parties.
 11. This Agreement shall be governed by, interpreted and construed in accordance with laws of India applicable therein, other than rules governing conflicts of laws. The parties irrevocably attorn to the jurisdiction of the court of Hyderabad.
 12. The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BHEL R&D as principal employer has to pay any amount to any agency for non-fulfillment of any of the provisions of the above referred Act, I/We authorize BHEL R&D to deduct the amount from my/our bills or I/We, will pay the amount of BHEL R&D.
 13. The Contractor shall be solely responsible and indemnify the BHEL R & D against all charges, dues, claim etc arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
 14. The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable directions for undertaking the contractual obligation.
 15. Maintenance of discipline of work by the labor is sole responsibility of the contractor and any dereliction to the this effect may amount to termination of contract which is to the contractor's liability.
 16. Force majeure, like natural calamities duration of period of delay of work shall be considered as per the extant guidelines issued by Central/State Government/Civil Authorities on such occasions .

Signature of Contractor

For and on behalf of, BHEL

DATE :

ACCEPTING OFFICER

SEAL:

WITNESSES: 1.
: 2.



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:Fax No.:Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:Fax No.:Email:Contact Person:Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER (Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): _____

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

5.1 IT Permanent Account No.(PAN):

5.2 State Sales Tax/VAT Registration No:

5.3 Central Sales Tax Registration No:

5.4 ED Registration No:

5.5 Service Tax Registration No:

5.6 PF Account No:

5.7 Labour Licence No:

5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates (Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.



RD:MPX:F-14

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

1.1 NAME OF COMPANY

1.2 DETAILS OF HEAD OFFICE:

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.4 DETAILS OF MARKETING AGENT

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.5 CHIEF EXECUTIVE

1.6 CONTACT PERSON(S)
FOR PRODUCT OFFERED

NAME(S) :
OFFICIAL
CAPACITY :
ADDRESS :
TELEPHONE :
FAX :
EMAIL :

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

1.9 PARTICULARS OF PRODUCT INCLUDING
SPECIFICATION AND RANGE OFFERED
FOR REGISTRTION
(Attach brouchers and catalogues)

1.10 NAME(S) OF BANKERS

1.11 BANKER'S CERTIFICATE

1.12 PORT OF LOADING

1.13 NEAREST AIRPORT

1.14 NAME OF THE INDIAN AGENT, IF ANY
WITH AUTHORIZATION LETTER

2.0 FINANCIAL INFORMATION:

2.1 TOTAL CAPACITY

2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

2.3 WHEHER CREDIT LICENSE ACCEPTABLE YES/NO

3.0 QUALITY MANAGEMENT SYSTEMS
ENCLOSED FORMAT PART-B

**3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS
TO BE ENCLOSED**

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brochures, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPLIER (Authorized signatory)

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

Note:

1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

RD:MPX:F-13

Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevent authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

Scope of work (Work Schedule)

SL	Description of work	Unit
1	Job contract for providing assistance/help in electrical maintenance works in BHEL R&D lab complex and township” which includes the following operations, for a period of one year. • Electrical maintenance work at Lab complex which includes all the electrical installation of offices, labs, test setup, backup power UPS etc. • Recording the meter readings of telephone tower and other utilities at lab complex. • Maintenance of internal street lights, high mast lamps and lighting around the periphery of R&D for security department. • Electrical connection arrangement during the visits of guests, functions at R&D and national festivals, HRD programs etc. • Electrical repair and maintenance work at township (which includes BHEL quarters, medical centre, crèche, BHEL club etc.) for all the electrical installation. • Maintenance of township substation and electrical distribution network. • Maintenance of street lights, its timers, water pumps of overhead and underground tank and other essential electrical installations in township. • Recording of electrical meter reading of all the quarters on monthly basis, verification of any discrepancy in meter, processing of electricity bills for all the quarters of township. (Meter readings of A type quarters and for the quarters occupied by other unit’s staff). • Movement of electrical items like panels, switches etc. • Electrical maintenance work at township which involves attending the power supply fault and other emergency works on 24x7 basis. • Maintenance of earth pits of different labs • For above works contractor is expected to supply (02) two Skilled manpower.	676

Annexure: 1

Notice inviting tender for job contract for providing assistance/help in electrical maintenance works in BHEL R&D lab complex and township to Bharat Heavy Electricals Limited, Unit: Corporate Research & Development, (BHEL Corp R&D), Vikasnagar, Hyderabad

INSTRUCTIONS TO THE CONTRACTORS

Quotations in sealed covers are invited for “Job contract for providing assistance/help in electrical maintenance works in BHEL R&D lab complex and township to Bharat Heavy Electricals Ltd., Unit: Corporate R&D, Hyderabad-5000093 for a period of one year.

1. TECHNICAL ACCEPTANCE CRITERIA

- a. The Contractor shall have to obtain labour license (as on date- if the number of workforce deployed is more than 19) from appropriate government by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL immediately. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- b. The Contractor should have valid Income Tax PAN Card. Documentary proofs / Xerox copies are to be enclosed along with the Technical Bid
- c. The Contractor should have valid GST registration number (If applicable) and the same to be enclosed with the Technical Bid.
- d. PF Registration
- e. ESI Registration

Quotations shall be submitted latest by 12.00 Hrs. on or before the due date, in two parts as follows:

2. PART-I TECHNICAL BID (ANNEXURE: 4): This part shall contain the following:

- a. Complete tender documents (except Price Bid (Annexure: 3)) duly signed and stamped by the Contractor.
- b. All the documents enlisted above under technical acceptance Criteria. Non-submission of these documents above will enable the Contractor for disqualification of their Quotation.
- c. The Undertaking (Annexure: 10) on the Letter Head of the Contractor, on the following shall also form a part of Part-I bid, stating:
 - i. that the Contractor will abide by all the laws of land relating to employment of labour for which BHEL will not be responsible.
 - ii. that the Contractor has submitted price bid in prescribed format given at Annexure: 3 (No deviation shall be permitted and if noted subsequently, it will be treated as “Non-responsive”)

This part shall be submitted in a Sealed Cover with Contractor’s Seal, super scribed as “Part-I Technical Bid” with correct Enquiry No. and Date

3. PART-II PRICE BID (ANNEXURE: 3)

Part-II, Price Bid shall contain Prices only as per Price Format (Annexure: 3) and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a Sealed Cover with Contractor's seal, super scribed 'Part-II Price Bid' with correct Enquiry No. and Date

Both the Sealed Covers, Technical Bid & Price Bid shall be put in One Sealed Cover and super scribed as **"Quotations for "Job contract for providing assistance/help in electrical maintenance works in BHEL R&D lab complex and township to BHEL Corp R&D, Hyderabad"** and the respective enquiry no.to be mentioned on the same.

4. OTHER INSTRUCTIONS / CONDITIONS:

a. Bid Opening

Part-I (Technical Bids will be opened at 14-00 Hrs. on the due date in the presence of Contractors who may like to be present. Part-II (Price Bids) shall be opened of those Contractors only who will be technically qualified vendors/parties in Part-I bid. Date and time of opening of Part-II (Price Bids) shall be communicated separately.

- b. BHEL reserves the right to finalize the contract by conducting Reverse Auction. The Reverse Auction shall be conducted for technically qualified / acceptable Contractors post evaluation of Part-I bids submitted before / on due date / time of submission.
- c. The Contractor finalized for the job will have to commence the services on the Date finalized by BHEL which shall not be more than One month from the acceptance of offer.
- d. Before submitting the offer as above, the Contractor, if desires, may visit the premises in order to assess the requirement.
- e. The Part-II bid containing price bid will be opened only in respect of vendors who are found qualified in Technical evaluation.
- f. BHEL may at its sole discretion, reject any tender / application without assigning any reason whatsoever.

TERMS & CONDITIONS

1. SCOPE OF CONTRACT:

Quotations for “Job contract for providing assistance/help in electrical maintenance works in BHEL R&D lab complex and township, at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad 500093 - Lab Complex and Township as per Schedule of Work (Annexure: 5).

2. SPECIFICATION OF CONTRACT LABOUR TO BE PROVIDED:

The Labour will be provided by the Contractor, for 8 (Eight) Hours, as detailed above and as per the Schedule of Work (Enclosed as Annexure: 5), which shall include the following:

- a. The Contractor to provide 02 units of skilled personnel. Each unit to be engaged in a shift of eight continuous hours for the above mentioned works.
- b. The Contract Labor will be managed in 01 shift of 8 hours each with 02 Units of Skilled Personnel in the shift (01 for lab complex and 01 for township). The Contractor shall ensure maintenance of daily Attendance and all other Registers/records as per the requirement of BHEL R&D.
- c. The Contract Labor may be called to attend emergency maintenance work after the normal shift. The same will be counted as extra unit depending on the number of hours of work and will be certified by the engineer in charge.
- d. The Contractor should ensure that all the Contract Labour posted on the jobs shall perform duty maintaining integrity, orderliness and discipline.
- e. The Contractor shall ensure maintenance of daily Attendance and all other Registers/records as per the requirement of applicable Labour Laws / State Government / Central Government / BHEL R&D.
- f. The contractor shall ensure that his workers follow and comply with all BHEL safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any objection or contest or reservation. In case of any difference between statutory requirement and BHEL Safety Rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

3. OTHER CONDITIONS:

- a. The Contractor must submit Bio-data of all his Contract Labours before commencement of the Contract.
- b. The Contractor shall ensure proper prescribed uniform for all his personnel deployed while on duty.
- c. The Contractor shall be responsible and ensure for the safety of his personnel deployed under this contract.
- d. **DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy

death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a yearly cover, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract.

- e. The Contractor shall provide Complete Uniform to the Labour deployed, consisting of Shirt, Trouser, Cap, Shoes, Socks, once in a year at their expenses as per the statutory requirements.
- f. The Contractor will maintain proper records / documents as required in connection with duties.
- g. BHEL reserves the right to increase or decrease the number of Labour at the same rates and terms and conditions of this contract during the contract period.
- h. Contractor to provide PF Pass Book to his labourers and ensure payment of PF under EPF & other applicable fees as PF Act.
- i. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI Membership No. /Card to each of his workers.
- j. The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- k. BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take

due care of this aspect during execution of the Contract.

- l. Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- m. The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- n. BHEL also reserves the right to ask the contractor to shift the services from one location to another location of BHEL within Hyderabad during the contract period, as per BHEL requirement.
- o. The Contractor shall comply with all the guidelines, rules and regulations of statutory requirements under Various Labour Laws/ Rules/Regulations/Notifications in relation to the employment of its personnel from time to time.
- p. The Contractor will also keep watch on their labour and will be held liable for any pilferage/ Loss to the Company by their labourers.
- q. In case of misconduct by any of the employee of the Contractor, the matter shall be reported to the Contractor in writing, who shall take immediate action under intimation to BHEL.
- r. In case of theft or loss of property due to negligence or carelessness of labourers, the Contractor will be responsible and shall make good the BHEL's loss.
- s. The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time as per the Gazette of Telangana Government on or before 7th of every month irrespective of bill payment by the Company.
- t. The Contractor shall positively make the payment of the wages to the Employees/supervisor by 7th of every month through direct transfer to their respective bank accounts (NEFT, etc.) as per statutory requirement under Labour Law/Payment of Wages Act.
- u. No price variations in the Rates as agreed upon will be allowed during the period of Contract except the increase/decrease of D.A/minimum wages due to revised wages as declared from time to time by the State Government and whenever the GST/or any other statutory payments are revised by the Government.
- v. The service provider/contractor shall ensure all the employees engaged by him are medically fit to work in BHEL premises. The physical fitness must be verified by a medical certificate issued by a qualified medical practitioner and the same need to be submitted to the concerned in charge.
- w. IDENTITY: The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security

regulations of the BHEL, in vogue from time to time.

- x. **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- y. **CHARACTER VERIFICATION:** The contractor should get the character checked of all the workforce deployed by them at the work premises, before engaging & deploying them in BHEL premises. The contractor needs to provide to BHEL a declaration to the effect that there is no case with the Police/Court/Regulatory authorities against their employee.
- z. **CARE & TREATMENT:** Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.
- aa. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.
- bb. The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.

4. AWARDING OF CONTRACT

- a. Contract will be awarded on fulfilling the rules and regulations of the BHEL
- b. Contract will be awarded in total to the L1, based on the Rates quoted in Price Bid.

5. PAYMENT TERMS

- a. BHEL shall reimburse the monthly Basic, VDA, Adhoc Pay, PF, ESI, Paid Leave along with Service Charges as per the Minimum Wage Structure of Telangana State Government prescribed and revised from time to time (Annexure: 3). Charges incurred towards yearly Bonus, uniform, stitching charges, Shoe/chappals, cap/badge by the contractor shall be reimbursed as per the rates fixed in Annexure-3 after submission of proof of payment to workmen and subject to certification by the Electrical department. BHEL will reimburse leave wages after submission of proof of payment to workmen and certification done by Electrical department.
- b. While quoting the “Service Charge”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins,

Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Telangana Government. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc. and then submit the price accordingly.

- c. If a bidder quote “Nil” service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).
- d. Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as ‘Nil’ price quotation and would be rejected. The Contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and BHEL shall not be liable for any dues for availing the services of the personnel.
- e. Payment to the Contractor by the company will be made within 30 days on monthly basis on completion of work and on submission of necessary error free invoices/bills to the Electrical Department in charge on or before 5th of every month.
- f. The Contractor shall submit the bills along with following documents: Separate E-Challan in proof of depositing the salary into the Bank Accounts of personnel deployed, Salary / wage register reflecting PF & ESI etc. deductions, GST Payment Challan, Employee’ State Insurance Corporation (ESIC) Challan / Contribution, e-Challan for depositing of amounts towards PF, etc. in respect of Labour/ supervisor deployed at BHEL offices only.
- g. All Invoices shall indicate Letter Order number for processing payment.
- h. All payments shall be released by RTGS/EFT as per Contractor’s bank details within 30 days of receipt of bills/ Invoices.
- i. No advance will be paid for the Contract.
- j. Two copies of INVOICE with original signature to be submitted every Month on completion of work.
- k. **PAYMENT TERMS AND CONDITIONS**
 - i. Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 30 days of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
 - ii. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
 - iii. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - iv. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming

this payment have been fulfilled as required under the contract.

v. While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.

1. **PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR:** The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in Annexure-2 and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill, in triplicate, along with all the necessary documents to BHEL on monthly basis. The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only) of preceding month generated by EPFO /ESI IPortal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.
- m. **BONUS:** The contractor shall be liable to pay statutory bonus under The Payment of Bonus Act 1965 and submit proof of disbursement. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of The Payment of Bonus Act 1965 and The Payment of Bonus Amendment Act-2015. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year and submit proof of payment of bonus in Form–C and Form–D under the Act to BHEL. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of contract period (and not with every monthly bill).
- n. **UNIFORM:** The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also

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to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.

Sl.	Item	Qty.	Periodicity	Time of issue	Uniform articles for
1	Stitched Uniform	02 set	Yearly	1 st month of the contract	Male
2	Black leather shoes	01 pair	Once in two year		

6. CONTRACT PERIOD:

The contract execution period will be for a period of one year from the date of commencement of the Contract.

7. TERMINATION OF CONTRACT:

- a. In case, the services rendered are found to be unsatisfactory, BHEL reserves its right to terminate the services of the Contractor at any point of time, without assigning any reason.
- b. The contract can be terminated by giving two months, notice in advance by any party. No notice will, however, be required if the contract comes to end on the specified period and it will stand automatically terminated.
- c. The contract may be terminated by BHEL, in case the Contractor fails to fulfil the terms and conditions of contract agreement by giving Two months' notice to contractor.

8. LEGAL CONDITIONS:

- a. The information gathered by outsource staff during course of their work shall not be divulged to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Contractor as well as the person concerned liable for penal action under IPC, Cr. PC or any other relevant provision besides, action for breach of contract.
- b. The Contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages payable to all workers under the Minimum wages Act, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it at BHEL premises. BHEL shall have no liability in this regard.
- c. The Contractor shall also be liable for depositing all statutory payments etc. on account of

service rendered by it to BHEL, to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

- d. The Contractor shall maintain all statutory registers under the Law. The Contractor shall produce the same on demand, to the concerned authority of BHEL or any other authority under Law
- e. The Tax Deduction at Source (TDS) shall be done as per the provisions of income Tax Act Rules, as amended from time to time and certificate to this effect shall be provided to the Contractor by BHEL.
- f. The Contractor should arrange for all required permits, licenses, etc., at his own cost.
- g. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get self-reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms.
- h. BHEL reserves the right to withdraw / relax any of the terms and conditions mentioned, so as to overcome the problem encountered at a later stage.
- i. In case of the death of contractor (under proprietorship), without prejudice to any of the rights or remedies under the contract, BHEL shall have the option of terminating the contract without compensation to the contractor's legal heirs/ successors
- j. In case of violation of any legal and/or contract stipulations, BHEL reserves the right to terminate the contract and forfeit the Security Deposit under the contract in addition to recovery of the monetary impact due to such violation, if any, from any of the payable amount under the contract or any other contract with BHEL.
- k. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions
- l. All the statutory requirement under the
 - i. Minimum Wage Act 1948
 - ii. Factories Act 1948
 - iii. Payment of Wages Act 1936
 - iv. EPF Act and MP Act 1952
 - v. Payment of Gratuity Act 1972
 - vi. ESIC Act 1948
 - vii. Contract labour (R&A) Act 1970
 - viii. Payment of Bonus Act 1965
 - ix. Income Tax Act, GST Act, Industrial Dispute Act 1947 and the other applicable act and rule there under shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for non-compliance of any of the applicable laws shall be the responsibility of the contractor.
- m. **REGISTERS AND RECORDS AND COLLECTION OF STATISTICS:** All registers and other records required to be maintained under various Labour Laws Rules, shall be

maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of fifteen kilometres. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- i. Employee Register in FORM- A.
- ii. Wage Register in FORM- B.
- iii. Register of Loan / Recoveries in FORM- C
- iv. Attendance Register in FORM- D.
- v. Employment Card in FORM – XII
- vi. Copies of Wage Slips in FORM – XIX.
- vii. Copies of Half-Yearly Returns in in FORM – XXIV.

Employee State Insurance Act, 1948:

- i. Register of employees in FORM-6
- ii. Accident Book in FORM-11

Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

The Payment of Bonus Act, 1962:

- i. Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
- ii. The contractor shall send a return in FORM – D to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified “Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017” on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules

made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- i. Employee Register – FORM A.
 - ii. Wage Register – FORM B.
 - iii. Register of Loan/Recoveries – FORM C.
 - iv. Attendance Register – FORM D.
- n. The contractor should ensure issuing of employment card to his laborers at the time of commencement of work and one-month advance if retrenchment in accordance with section 25F of ID Act.
- o. The contractor will be liable to ensure that the contract labours arranged are physically and mentally fit and do not have any criminal record and such employees possess the requisite skill proficiency, qualification, etc.
- p. The above guidelines are only suggestive and not exhaustive. The contractor will have to comply with all applicable statutory provisions, as applicable under extant legislations/ rules.

9. ARBITRATION

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties in relation to Interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matter, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Company).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Hyderabad.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Secretary when so authorized by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

10. LAWS GOVERNING THE CONTRACT

The Order/contract shall be exacted and governed by the laws of India and the Courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

11. JURISDICTION OF COURT

Courts at Hyderabad shall have jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

12. DEFAULT /BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Contractor fails to provide the required services as per the contract or fails to deliver the services within the period (s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specification or services not of the contracted quality and failing to adhere to the contract specification or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide services covered by the Letter Order / Contract Agreement either in whole or in part or otherwise fails to perform the Order / Contract or commits any breach of the Order / Contract not

herein specifically provided for or in the event, or commits any breach of the Order / Contractor being a Company or HUF or individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors (Service Provider) being a company is wound up voluntarily or by order of Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manger, the purchases without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason or the Seller/Contractor's default or breach or Order / Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/ Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (service Provider) and the Seller/contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not

cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract Agreement, which shall be executed between the successful bidder and BHEL.

The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

Cost of the purchases / Services made by the Purchaser at the risk and cost of the seller. Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of Services so purchased / hired.

PRICE BID FORMAT

PARTICULARS		SW(02)
1	Wage Elements	
2	Basic pay	4456.00
3	VDA as on 01.10.2020	6051
4	Addl pay by BHEL (HR IOM dt. 10/10/2018)	4100
5	Total Monthly Wages (TMW)	14607
6	Wage Rate / Unit (as on 01.10.20)-TMW / 26	561.81
7	Statutory Contributions and Payments	
8	Employer P.F Contribution@13%	73.04
9	Employer ESI Contribution@3.25%	18.26
10	Bonus as per statutory minimum @ 8.33% (BP+VDA)	46.80
11	Paid leaves (15 days per annum) [302 /20]	27.81
12	Service/Admin Charges to be quoted in % of Sl.no.6 (excluding GST)	in figure _____%, in words _____%
13	Total Charges / Day / Unit	727.72
14	Total Annual Charges	491938.72
15	Scale and Safety Items	
16	2 Pairs of uniform per year @ Rs 1200/- for 1 year per unit	1200
17	Stitching Charges @ 600 Per year per unit	600
18	1 Pair of Shoes/Chappals @700/- for 2 years -i.e. Rs.350 per year per unit	350
19	Cap & Badge @Rs.150/- for 2 years i.e. Rs.75/- per year per unit	75
20	Total Scale item cost per unit per annum	2225
21	Total of uniform/Shoes/cap/badge etc. for 1 year for 02 units	4450
22	Paid Holidays (11 days per annum) for 02 units	12359.82
23	Total Cost of the Proposal	
24	Total amount per year	508748.54
25	Total estimation per year (02 units per day) without GST	508748.54
	1. Rates (at point 1 &2) are variable subject to TS Govt.Gazette. (P.F @13% + ESI 3.25%, + 15 days paid leave+11 paid holidays +Bonus @ 8.33% Per annum & variable subject to Norms) 2. Miscellaneous charges are fixed (Uniform, stitching, Shoes, socks, Cap, badge). Charges are shown in the Tender enquiry. 3. Service charges are to be quoted without GST. 4. Work carried out in 8hrs = 1 Unit. No. of Units of work required per day = 02 Units. No. Units of Work per Month = 02X26days = 52 Units No. Units of Work Per Year = 02x302 Days = 604 Units + 72 additional units = 676 Units	

Signature of the Contractor

TERMS & CONDITIONS

1. Contractor Service Charges & GST as applicable shall be payable extra.
2. Wages are subject to amendments as and when promulgated from time to time by TS Gov.
3. Bonus shall be payable as per payment of Bonus Act 1965 as amended from time to time).
4. Contractor shall submit the bills to BHEL latest by the 5th day of each month. BHEL shall release the payments, on calendar month basis, through NEFT within 30 days from the date of submission of bills. The Contractor shall positively make the payment of the wages to the Labour / supervisor on or before 7th of every month. However, no interest payment shall be made for delay in making payment.
5. **Over and above reimbursement of wages, BHEL shall also reimburse Contractor Service Charges as quoted by the Contractor and applicable GST, subject to documentary evidence.**
6. **The monthly Contractor service charges shall remain firm during the contract period including the extended period, if any.**
7. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by BHEL besides annulment of the contract.
8. The Contractor should also ensure that the Statutory Dues as per the existing provision of various Labour Laws, Rules and regulations, issued from time to time, (like ESI/PF, etc.) are deposited within the specified period to the concerned Government authorities. All payments of these statutory dues in respect of deployed in BHEL are to be settled by Contractor and BHEL shall in no manner be responsible for any dispute in this regard. Any statutory variation in the rates of said deposits shall also be admissible during the tenure of the contract. Further, the Contractor shall submit the evidence of deposit of EPF / ESI on monthly basis during the course of the contract.

TECHNICAL BID FORMAT

SL	ELIGIBILITY CRITERIA	CONTRACTOR'S RESPONSE	COPY ATTACHED
1	Labor License Issued by Labor department, Central/State Government.		
2	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on Company/ Firm/Business		
3	GSTIN No. (Proof to be Attached) (If not applicable, please furnish the details in the attached below format		
4	PF Registration number		
5	ESI Registration number		
6	Hyderabad Office Address of the Contractor with name of the contact person and mobile no.		

NOTE:

1. Attested photocopies of certificates are to be furnished in the technical Bid without which bids will not be considered for further evaluation.
2. Evaluation criteria: The bids shall be evaluated on the basis of %age Contractor Service Chares quoted.

(Pl fill the above format in all respects)

Signature of the Contractor

Annexure: 5

SCHEDULE OF WORK

SL	Description of work	Qty.	Unit
1	Providing skilled manpower unit for “Job contract for providing assistance/help in electrical maintenance works in BHEL R&D lab complex and township” at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad for the works as per attached Annexure-A (Scope of work).	676	Unit

Signature of the Contractor

Annexure: 6

ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. We confirm that services offered by us are conforming to the specifications mentioned in Terms & Conditions (Annexure: 2)

We hereby accept all Terms & Conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Deviations may or may not be accepted by BHEL

Name, signature & Seal of the Contractor

Annexure: 7

DECLARATION

I/We hereby declare that I / We have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / Court against our firm / partner or the company.

Name, signature & Seal of the Contractor

CONTRACTOR'S DETAILS

Name of the Contractor / Party / Firm	
Address of the Registered Office in Hyderabad	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

Signature & seal of the Contractor

Annexure: 9

NEFT FORMAT

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank Address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Enclosure: Photocopy/cancelled copy of one leaf from cheque book for the codes required above.

Thanking You,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:

(To be submitted on the Contractor's Letter Head)

UNDERTAKING

In connection with the submission of Quotation for providing Labor to BHEL Corp R&D, Hyderabad, against Enquiry No.----- and Date ----- we hereby Undertake to adhere to the following conditions:

- a) The Contractor will abide by all the laws of land relating to employment of labor for which BHEL will not be responsible.
- b) The Contractor has submitted price bid in prescribed format given at Annexure: 3 (No deviation shall be permitted and if noted subsequently, it will be treated as “Nonresponsive”).

Signature:

Name:

Designation:

Company Seal:

Date:

भारत हेवी इलेक्ट्रिकल्स लिमिटेड, कॉर्पोरेट अनुसंधान और विकास , हैदराबाद -500 093 , भारत
BHARAT HEAVY ELECTRICALS LIMITED, CORPORATE RESEARCH AND DEVELOPMENT,
HYDERABAD – 500 093, INDIA

(प्रोजेक्ट विभाग - इलेक्ट्रिकल / PROJECTS DEPARTMENT- ELECTRICAL LAB COMPLEX ELX-65)

Unpriced Bid Format

Annexure: 11

PARTICULARS		SW(02)
1	Wage Elements	
2	Basic pay	4456.00
3	VDA as on 01.10.2020	6051
4	Addl pay by BHEL (HR IOM dt. 10/10/2018)	4100
5	Total Monthly Wages (TMW)	14607
6	Wage Rate / Unit (as on 01.10.20)-TMW / 26	561.81
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Signature of the Contractor