



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

बी एच ई एल सम्पदा कार्यालय/ BHEL ESTATE OFFICE
बी एच ई एल उपनगरी/ BHEL TOWNSHIP, सैक्टर/ SECTOR-17
नोएडा / NOIDA- 201301



TENDER DOCUMENT FOR

**Installation and Repairing of 15 nos. Split Air Conditioners (capacity 1.5/2.0 TR each) in
BHEL Township, Sector-17, Noida.**

निविदा संख्या/ NIT No.:41: AA: NOI: ADMN: SAC Installation: 112: 2022-23 DATED: 18.03.2023

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1- सीमित निविदा आमंत्रित करने की सूचना / Notice Inviting Limited Tender

जमा करने की अंतिम तिथि: 23-03-2023 15:00 बजे।
LAST DATE FOR SUBMISSION: 23-03-2023 at 15:00 Hrs.

Venue for opening of Tender:
BHEL Corporate Office, BHEL House, Siri Fort, New Delhi 110049

Omender Singh
Omender Singh
Dy. Manager (HR-T&O)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सैक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



List of Bidders from whom the limited tender is addressed to: -

Sl. No.	Party's Name
1	AASTHA ENVIRO SYSTEMS PRIVATE LIMITED
2	Ahsan Aircool
3	AIR FREEZE
4	AL JUMERAH ENTERPRISES
5	ASHOKA ELECTRICALS
6	CHAMOLI AIR CONDITIONER & REFRIGERATORS
7	COLD REFRIGERATION
8	Cool Care Engineers
9	COOL WEATHER INDIA
10	COOL WELL REFRIGERATION
11	DIAMOND R.O. SERVICE
12	Drovin Management Services Pvt Ltd
13	ELite Cooling System
14	GANPATI ENTERPRISES
15	GRAND MARKETING CO
16	HINDUSTAN COOLING SYSTEM
17	HONEY COLLECTION
18	JAYPEE ENTERPRISES
19	KAUSHAL ELECTRICAL & ENGINEERING
20	KIRAN ENTERPRISE
21	Krishna Electricals
22	M.K. ENGINEERS
23	MAA VAISHANAVI AIRCONDITION SERVICE
24	MANVIK ENTERPRISES
25	MATSERV INFRA SOLUTIONS PRIVATE LIMITED
26	Radha Krishna Traders & Distributors
27	S D SERVICES
28	S.K.PATHAK
29	Sai Enterprises
30	SAI INDUSTRIAL ALLIANCES PRIVATE LIMITED
31	SANEH COOL CARE
32	sehgal electricals india PROPERIOTER RAJIV SEHGAL
33	SHREE ANNAAI ENGINEERS PRIVATE LIMITED
34	SION MULTITECH
35	SNOWMEX ENGINEERS LIMITED
36	Srishti Enterprises
37	SUBHA ASSOCIATES
38	Super cool
39	THE CLIMATE MAKERS SALES
40	VALTON INFRAWORKS PRIVATE LIMITED
41	WEATHER CONTROL ENGINEERS
42	ZULEKHA AIRCON

For
 (Signature) *For*
 Dy. Manager (Procurement)
 Dy. Manager Singh
 Dy. Manager (HR/CS)
 Dy. Manager (Finance)
 Dy. Manager (Legal)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत

BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

फोन (का.) / Tel. 8800957694/8527770286 Email id:- omender@bhel.in, santosh_kumar@bhel.in

NOTICE FOR INVITING LIMITED TENDER

NIT No. 41: AA: NOI: ADMN: SAC Installation: 112: 2022-23 Dated: 18.03.2023

Last date of Submission of Sealed Tender: 23-03-2023 at 15:00 Hrs.

Date of opening of Tender: 23-03-2023 at 15:30 Hrs.

Sub. : Installation and repairing of 15 nos. Split Air Conditioners (capacity 1.5/2.0 TR each) in BHEL Township, Sector-17, Noida.

Dear Sir,

We are pleased to invite your most competitive offer for subject work at Estate Office in BHEL Township Sector-17, Noida as per following terms & conditions and Price Format:

PRICE FORMAT

Sl. No.	Description of Item/Service/Work	Capacity of AC (TR)	UOM	Qty.	Rate per UOM (Rs.)	Amount (Rs.)
				(A)	(B)	C = A x B
1	Installation of Split Air Conditioner	1.5/2.0	nos.	15	1,200.00	18,000.00
2	Supply and installation of Copper pipe of suitable size	1.5	meter	34	550.00	18,700.00
		2.0	meter	6	650.00	3,900.00
3	Supply and installation of suitable Communication cable between Indoor and Outdoor	1.5/2.0	meter	40	80.00	3,200.00
4	Supply and installation of Wall / Floor stand for outdoor	1.5/2.0	nos.	15	1,000.00	15,000.00
5	Gas Charging in SAC with warranty of 3 months	1.5	nos.	10	2,200.00	22,000.00
		2.0	nos.	2	2,500.00	5,000.00
6	Gas Top up in Split AC	1.5	nos.	3	1,050.00	3,150.00
7	Supply and installation of suction valve	1.5	nos.	10	550.00	5,500.00
		2.0	nos.	2	650.00	1,300.00
8	Supply and installation of Discharge valve	1.5	nos.	10	350.00	3,500.00
		2.0	nos.	2	450.00	900.00
9	Supply and installation of drain pipe	1.5/2.0	meter	25	54.00	1,350.00
10	Wet Servicing of Split AC	1.5/2.0	nos.	15	350.00	5,250.00
11	Total amount including all excluding GST (₹)					1,06,750.00
12	Percentage Above (+)/ Below (-) / at par with Sl. No. (%)					
13	Total Quoted amount after applying percentage on Sl. No. 11 excluding GST (₹)					
14	Goods and Services Tax (GST) on amount at Sl. No. 13		SGST @_____% (₹)			
			CGST @_____% (₹)			
			IGST @_____% (₹)			
15	Total Amount inclusive of all including GST (₹)					
16	Total Amount inclusive of all including GST in words (Rupees):					

Signature



Note:

1. Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 12 of Price Bid format.
2. The same quoted percentage will be applied on every item of the BOQ.
3. Bidder have to write applicable GST % at Sl. No. 14 of above price format.
4. Work Order will be issued after applying quoted percentage and excluding GST portion for every item of Price Format and GST will be mentioned extra in Work Order in the same price format.

A. INSTRUCTIONS FOR THE BIDDERS/TENDERERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. This tender is invited from the Limited bidders only, to whom this tender is emailed. No tender will be accepted from other bidders.
4. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection.
5. Tender must be submitted in single part bid including all pages of tender document. The tenderer must submit their tenders in sealed envelope along with NIT No. & due date of opening written on the envelope.
6. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
7. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
8. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
9. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
10. **Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Dy. Manager (HR-TAX), on Telephone No.- 8800957694/8527770286 Email id:- omender@bhel.in, santosh_kumar@bhel.in.**
11. The tenderers or their representative may attend the opening of Limited Tender, if they so desire. The tenders shall be opened on schedule date & time even if the bidders or their representative are not present.

B. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.



- 4) The Bidder Must Submit a declaration (enclosed at Annexure –I), that the bidder has not been suspended / blacklisted by any organization.
- 5) No deviation certificate as per Annexure –II (enclosed) must be signed and stamped.
- 6) Bidder must submit the bidder's details in the enclosed format (Annexure-III).
- 7) The offer of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site **www.bhel.com**
- 8) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 9) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 10) The Rates/amount/percentage quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes including GST.
- 11) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 12) **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of the tender bid.
- 13) Estimated rates have been disclosed and firm & fixed in the tender documents and only **percentage rate tenders** are invited. Accordingly, the basic amount as per basic rates has been calculated against each item. **Bidders have to quote only a single overall percentage, (+) above, (-) below or at par with the tender rates at S. No. 12 of Price Bid format.** The same quoted percentage will be applied on every item of the Price Format. Any deviation by means of changing the estimated rate of an individual item or modification of quantity to be supplied will be treated as non-acceptance of tender terms and bid will be rejected.
- 14) **EVALUTION CRITERIA:** Evaluation will be done on overall L-1 rate inclusive of all including all taxes and duties (i.e. **on Sl.No.-15 of Price Format**).
In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative (s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 15) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, **unless** in the opinion of the BHEL 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 shall be corrected.
 - 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.
 - 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 to (a) and (b) above.
 - d) **If there is any discrepancy between total quoted amount and actual total amount after applying quoted percentage (above/ below/ at par), the actual total amount after applying quoted percentage shall be prevailing and corrected.**
 - e) In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.

For



f) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

- 16) **If GST is applicable to the vendor, then the vendor should provide the GST registration Certificate also.**
- 17) **COMPLETION PERIOD:** The completion period will be **7 Days** from the date of award of Work Order.
- 18) **QUANTITY VARIATION:** The excess variation in quantity of any item mentioned in the Price Bid may vary $\pm 20\%$ as per site requirement as per the direction of Engineer in charge during execution of work due to site requirement.
- 19) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately & Security Deposit shall be forfeited.
- 20) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 21) The contractor will be responsible for the quality of the work/services and it is to be guaranteed for a period of 3 months from the date of actual completion of contract.
- 22) Period of guarantee/ maintenance shall mean the period of 3 months, which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- 23) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -
- i) Water & Electricity shall be provided free of cost.
 - ii) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer in charge.
 - iii) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.
- 24) **TERMS OF PAYMENT: -**
- i) No advance payment or the payment for mobilization of work will be made to the Contractors.
 - ii) The payment of bill will be made only after obtaining certificate of satisfactory completion & satisfactory quality of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on Contractors' part. No claim will be entertained after signing bill.
 - iii) No payment shall be made for the work done without the permission of Engineer-in-Charge.
 - iv) Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST portion, within 21 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned at S. No. 25 (Taxes & Duties). The Contractors shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.
- 25) **TAXES & DUTIES: -**
- i) To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
 - ii) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
 - iii) GSTIN of BHEL is 09AAACB4146P2ZC.



- iv) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- v) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- vi) Applicable GST shall also be recoverable from the contractor in case of LD recovery/ penalty on account of breach of terms of contract.
- vii) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) Code etc.
- viii) The Contractor has to give an undertaking that GST as mentioned in the invoice has been/ will be paid and also file returns as per respective extant rule.

26) LD/PENALTY FOR DELAY & QUALITY: -

- a) In case there is a delay attributable to contractor in completing the work in Completion period from the date of award of the Work Order, **L.D./Penalty will be imposed @ ½ % (i.e. 0.5 %) per day of delay**. However, the total penalty due to delay will be up to maximum 10% of total contract value. LD/Penalty will be calculated on the total contract value.
- b) In case of LD/Penalty recovery, the applicable GST shall be recovered from the contractor.

27) SECURITY DEPOSIT:

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:

5% of work order value

The security deposit should be collected before start of work by the contractor.

- b) Security deposit may be furnished in any one of the following forms:
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Pay order / demand draft in favour of BHEL.
 - iii) Local cheques of schedule banks, subject to realization.
 - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi) Fixed Deposit Receipt (FDR) issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vii) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.
 - viii) EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
 - ix) The Security Deposit shall not carry any interest.
(Acceptance of Security Deposit against Sl.No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).
- c) The security deposit will be released only after completion of Guarantee/ Maintenance period of 3 months from the date of actual completion of work.

For



- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and may result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming dis-qualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- e) Bidder agrees to submit performance security required for execution of the contract within 2 working days. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6 %) for the delayed period, shall be submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.
- 28) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- 29) **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.
- 30) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 31) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 32) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

C. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK: -

1. Installation of AC will include fixing the outdoor stand on the wall / floor & fixing outdoor unit on it, drilling the hole in the wall at appropriate location, fixing the indoor unit, laying the cable and pipe between indoor and outdoor unit, gas charging or top up as the case may be, laying the drain pipe and any other step necessary to make the AC in good running condition.



2. **Warranty:** All repaired ACs will be in warranty of 3 months from the date of actual repairing. You shall repair/rework on/or replace the faulty part of the AC which goes under breakdown during this period and earlier replaced by you with no extra cost to BHEL. However, no warranty will be provided on the ACs in which gas is topped up.

3. **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

D. CONTRACTOR'S OBLIGATION:

- 1) "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Contractorss 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."
- 2) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 3) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 9) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 10) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.
- 11) The Contractor shall be fully responsible for the timely payment of wages, Allowances, 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 Company. Contractor shall also be fully responsible for timely



deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company 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 the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.

- 12) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 13) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipment, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 14) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 15) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job.
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 19) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 20) The Contractor must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 21) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 22) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

On behalf of "BHEL"

(Omender Singh)

Dy. Manager (HR-TAX)



ओमेन्डर सिंह
उप प्रबंधक (मानव संसाधन-टीएक्स)
Omender Singh
Dy. Manager (HR-TAX)

भारत हेवी इलेक्ट्रिकल्स लि., सफर कार्यालय, रोड-17, प्लॉट-17
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Plot-17



ANNEXURE- I


DECLARATION

I / We, do hereby declare that I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the contractor)

Place:

Date:


Omender Singh
Dy. Manager (HR & E&S)
BHEL, Bhopal
BHEL, Bhopal, India



ANNEXURE-II

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)


Omender Singh
Omender Singh
Dy. Manager (H&E)
Mural Heavy Electricals Ltd., F-10, Sector 17, Gurgaon

**ANNEXURE- III****BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)


Omender Singh
Dy. Manager (HR-TA)
Bharat Heavy Electricals Ltd., Estate Office, Sector 17, Rohtak