

BHEL-ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT
NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/ RESTROOM MAINT-EDN/ GeM-12/23-24																												
2.	Tender Type	Open Tender -Two part (e-Tender)																												
2.1	GEM ID:	GEM/2023/B/3088440 Date: 06.02.2023																												
3.	Name of works	SERVICE CONTRACT FOR MAINTENANCE OF RESTROOM(TOILETS) INCLUDING CONNECTED MANHOLES, DRAIN CHAMBERS AND SANITARY LINE DUCTS AT BHEL-EDN, BANGALORE FACTORY PREMISES FOR ONE YEAR DURING 2023-24																												
4.	Estimate value of works	₹77.82 Lakh (Including GST)																												
5.	Location of work	BHEL-EDN, BANGALORE																												
6.	Period of contract	Twelve Months from the date of award of contract.																												
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit(EMD)																												
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9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal (GeM) (https://gem.gov.in.)																												
10.	Due date and time for submission of offer	16.02.2023/ 16:00 Hrs.																												
11.	Due date and time for opening of Technical bid	16.02.2023/ 16:30 Hrs.																												
12	Contact details for queries related to tender	Shri. Satya Prakash , Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;																												
13	Address of Tender Inviting Authority	Shri. Vishal Singh , DGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026																												

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal (GeM) as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.
- **Before submission of offer, the Tenderer is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labor.**

Check list for submission of offer

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)

Part –I (Techno commercial bid) shall contain following documents:

- a) EMD related documents b) Pre-qualification related documents c) Signed Tender document.**

The documents to be contained in Techno commercial bid are as follows:

- EMD related documents to meet EMD Criteria.
- Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.
- Signed Tender document and duly filled and signed Annexures (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions.

Part-II (Price Bid) comprises of single cover

- Price bid Cover

Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.

Sl. No	Description	Remarks
1	Check list for Part-I: Techno commercial Bid (EMD related documents)	
1.1	Documentary evidence to meet EMD Criteria: 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable) 2. Valid MSE document for EMD exemption. (As applicable)	☐ uploaded / ☐ Not uploaded

	a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD / NEFT (Before tender opening).(Details for making online payment as per Annexure-C. b. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per Annexure-B of tender document) issued for financial year ending on 31st March 2022 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-B of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME. EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.	
Sl. No	Description	Remarks
2	Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)	
2.1	Documentary evidence to meet Technical competency Criteria : Duly signed and sealed copy of 1) WO / PO / Agreement / Completion certificate for Works related to Production / providing assistance in production related activities / Manpower Supply to production establishment executed after 31st March, 2015 to meet the pre-qualification criteria. 2) Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract.	1. WO / PO / Agreement copy / Completion Certificate ☐ uploaded / ☐ Not uploaded 2. Form 26AS / TDS Certificate / Bank Statement ☐ uploaded / ☐ Not uploaded
2.2	Documentary evidence to meet Financial Soundness Criteria : Duly signed and sealed copy of 1) Income Tax Return (ITR) 2) Balance Sheet & Profit and loss Statement. (For last three consecutive years ending on 31st March 2022 (2019-20,2020-21 & 2021-22.)	1. Income Tax Returns ☐ Uploaded / ☐ Not uploaded for 1year / 2 years / 3 years 2. Balance Sheet & profit and loss Statement (Audited) ☐ Uploaded / ☐ Not uploaded for 1year / 2 years / 3 years

2.3	Documentary evidence to meet Statutory Registration and License Criteria : Duly signed and sealed copy of Registrations 1) Income Tax Registration (PAN) 2) GST Registration. 3) PF Registration.(If Registered) 4) ESI Registration.(If Registered) 5) Certificate of Incorporation (As applicable) 6) Partnership Deed (As applicable) 7) CA certificate for MSE status (As applicable) 8) Power of Attorney (As applicable)	All documents ☐ uploaded / ☐ Not uploaded
3	Check list for Part-I: Techno commercial Bid (Tender Scope and Terms & conditions related document)	
3.1	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. "No Deviation Certificate "as per Annexure-A in letter head. 3. "Declaration" as per Annex-G in letter head. 4. "Solvency certificate as per Annexure-D.	1. Duly filled and Signed "Tender Document" ☐ uploaded / ☐ Not uploaded 2. Duly filled and Signed "Declaration" ☐ uploaded / ☐ Not uploaded 3. Duly filled and Signed "No Deviation Certificate" ☐ uploaded / ☐ Not uploaded 4. Valid "Solvency Certificate" ☐ uploaded / ☐ Not uploaded

3	Rates quoted as per Price bid format available on e-Procurement Portal (GeM) including GST.	☐ Quoted as per tender format ☐ Not Quoted as per tender format.
4	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided
Bidders are kindly requested to submit their offer as follows 1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. 2) No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.		

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
7.	Type of Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org / ☐ Others (Pl. Specify) (Supporting document to be enclosed)
8.	Status of Firm as MSME / Start up recognised by DPIIT	☐ Micro ☐ Small ☐ Medium ☐ Start-up recognized by DPIIT ☐ None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	
10.	PF, ESI Registration details (For information and compliance during execution of work)	PF Registration ☐ Registered / ☐ Not Registered ESI Registration ☐ Registered / ☐ Not Registered

B: Pre- qualification Criteria: Earnest Money Deposit (EMD)

1	1. Bidder shall submit Earnest Money Deposit (EMD) EMD (Earnest Money Deposit): ₹1,31,910/-	1. DD/ FDR / PAY ORDER / RTGS DETAILS: AMOUNT: ₹1,31,910/- INST. NO: INST. DATE: ISSUING BANK:
	Details of EMD exemption document submitted by Bidder (If applicable)	2.Document Details: Valid up to:..... CA Certificate : ☐ Enclosed / ☐ Not Enclosed

Documents to be submitted

EMD may be submitted in following ways:

- i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer **Annexure –C** for making EMD payment through SBI-E collect)
- ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favor of BHEL-EDN, Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank / Consortium banks.

EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.

EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per **Annexure-B** of tender document) issued for financial year ending on **31st March 2022** / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per **Annexure-B** of tender document) issued for latest financial year ending on 31st March 2022 where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT /Valid Registration to any other body as specified by ministry of MSME.

Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.

C: Pre- qualification Criteria: Technical competency & financial soundness

C.1	ORGANIZATION / FIRM REGISTRATION	
	Registered / licensed companies / firms / proprietors / partnerships are eligible for participating in this Tendering Process. Wherever “Companies Act 2013” is applicable the Company shall be registered in line with “Companies Act 2013”.	
	Organization / Firm Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org / ☐ Others (Pl. Specify) (Supporting document to be enclosed)
	Details of Organization / Firm Registration	Registration Details :.....
The details of the registration Documents to be submitted are below:		
1	Sole Proprietorship	Trade License / GST registration / Auditor's letter / PAN
2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN
3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN
4	Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
5	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
6	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association

C.2	Work Experience				
C.2.1	Experience of Execution of work / contract in any Central / State Govt. / PSU / Private company / establishment executed after 31st March, 2015 as per following details:				
	Sl. No:	Name of Work	Qualifying Value		
			Three Works / Service contracts each costing not less than the contract value of (₹)	Two Works / Service contracts each costing not less than the contract value of (₹)	One Works / Service contract costing not less than the contract value of (₹)
1.	"Works related to Maintenance of restrooms (Toilets) / Manpower Supply	₹26.381Lakh.	₹32.976 Lakh.	₹52.761 Lakh.	
C.2.2	Details of Work Order /Agreement to be considered against work experience: WO / Agreement Ref No.....Customer: Name of Work:..... Contract Value: Contract Period: WO / Performance certificate / Work completion Certificate: () Enclosed / () Not Enclosed Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed				
C.2.2.3	Details of Work Order /Agreement to be considered against work experience: WO / Agreement Ref No.....Customer: Name of Work:..... Contract Value: Contract Period: WO / Performance certificate / Work completion Certificate: () Enclosed / () Not Enclosed Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed				
C.2.2.3	Details of Work Order /Agreement to be considered against work experience: WO / Agreement Ref No.....Customer: Name of Work:..... Contract Value: Contract Period: WO / Performance certificate / Work completion Certificate : () Enclosed / () Not Enclosed Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed				

C.3	Financial soundness		
	Average annual turnover for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21 & 2021-22).		
	SL No:	Financial soundness parameter	Qualifying Value (₹)
	1	Average annual turnover for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21 & 2021-22).	₹ 19.786Lakh
C.3.1	Details of Annual Turnover for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21 & 2021-22).	Financial Year	Annual Turnover (Sales)
		2019-20	₹.....Lakh
		2020-21	₹.....Lakh
		2021-22	₹.....Lakh
		Average Annual Turnover of three consecutive years.	₹.....Lakh
C.3.2	Profit and Loss account statement & Balance Sheet for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21 & 2021-22). duly certified by chartered accountant with CA membership number.	Financial year	Please Tick (√) in the appropriate box
		2019-20	☐ Enclosed / ☐ Not Enclosed
		2020-21	☐ Enclosed / ☐ Not Enclosed
		2021-22	☐ Enclosed / ☐ Not Enclosed
C.3.3	Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2022 (2019-20, 2020-21 & 2021-22) or assessment years (2020-21, 2021-22, 2022-23)	Assessment year	Please Tick (√) in the appropriate box
		2020-21	☐ Enclosed / ☐ Not Enclosed
		2021-22	☐ Enclosed / ☐ Not Enclosed
		2022-23	☐ Enclosed / ☐ Not Enclosed
	Documents to be submitted		
C.3.4	1. Auditor certificate indicating annual turnover for three consecutive Financial Years ending on 31.03.2022 i.e. FY 2019-20, FY 2020-21, FY 2021-22 duly signed by Chartered Accountant registered with Institute of Chartered Accountants of India. The auditors' certificate should bear valid membership number of the Chartered Accountant. Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2022 (2019-20,2020-21 and 2021-22) or assessment years 2020-21,2021-22 and 2022-23) 2. If the company did not exist for 3 financial years, the average turnover will be calculated from the year of existence (not before three years) of the company in the past. 3. Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN) and Self-Attested copy of PAN Card shall be enclosed. 4. GST registration Number: The bidder shall have GST registration, copy of GST certificate shall be enclosed		
C.4	Solvency : Bidder shall submit Solvency certificate along with the bidder.		

	SL NO	FINANCIAL PARAMETER	QUALIFYING VALUE
	1	Solvency Certificate	₹ 15 lakh
	Solvency certificate issued by Nationalized Bank within 6 months from date of issue of Tender notification.		
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.			

D: Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions

D.1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN: Copy of Income Tax Registration ☐ Enclosed / ☐ Not enclosed
D.2	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST No: Copy of Goods and Service Tax (GST)Registration ☐ Enclosed / ☐ Not enclosed / ☐ Exempted
D.3	I) Duly signed and Sealed copy of following in Enterprise/ Company/ Firm letterhead: 1) "No Deviation Certificate" as per Annexure-A 2) "Declaration" as per enclosed Annexure-G 3) "Solvency certificate as per Annex-D II) Signed and sealed copy of Tender document.	☐ Enclosed / ☐ Not enclosed
D.4	Applicable GST % against the scope of work	_____ % GST (Vendor to confirm)
D.5	<i>The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations. In addition to that the contractor shall pay BHEL Additional wage (Rs.123.08 per man day for USW, Rs.142.31 per man day for SSW), make payment for holidays (12 days per year), EL encashment (15 days per year), washing allowance @125/- per month.</i> The contractor shall get registered to PF, ESI and obtain Labour License against the contract (As applicable) in case work is awarded.	☐ Accepted / ☐ Not Accepted
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY**

SL NO	DESCRIPTION	UOM	APPROX QTY
1	Maintenance of Restrooms (Gents Toilets) and (Ladies Toilets): Cleaning of Sanitary Fittings and Fixtures - IWC/ EWCs, Urinals, Wash basins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. along with cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials. Cleaning of Manholes, Drainage Chambers and Sanitary Line Ducts with mechanized cleaning equipment or cleaning materials and dumping the waste in waste yard inside factory premises. Maintenance of duty roster, Daily job assignment, location of required cleaning consumables to Safai Karmachari (twice daily) and Supervision of cleaning of Restrooms (Toilets) and Disposal of waste at identified locations. (All cleaning consumables and equipment will be arranged by BHEL)	Nos	93600

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT**B.1: SCOPE OF WORK:****MAINTENANCE OF RESTROOMS**

a) **Maintenance of Restrooms (Gents Toilets):** Cleaning of Sanitary Fittings and Fixtures - IWC/EWCs, Urinals, Washbasins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. along with cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials. (Frequency: Twice Daily)

b. **Maintenance of Restrooms (Ladies Toilets):** Cleaning of Sanitary Fittings and Fixtures - IWC/EWCs, Urinals, Washbasins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. along with cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials. (Frequency: Twice Daily)

c. **Maintenance of duty roster,** Daily job assignment, Allocation of required cleaning consumables to Safai Karmachari (twice daily) and Supervision of cleaning of Restrooms (Toilets) and Disposal of waste at identified locations. (Frequency: Daily)

NB: All consumable materials like toilet cleaners, soap oil, hand wash liquid soap, urinal cakes, air fresheners, phenol, vim powder, surf, bleaching powder, scrub pad, toilet brushes, broomsticks and all tools and plants shall be provided by BHEL.

CLEANING OF MANHOLES, DRAIN CHAMBERS AND SANITARY DUCTS

i) Cleaning of Manholes, Drainage Chambers and Sanitary Line Ducts with mechanized cleaning equipment's or cleaning materials and dumping the waste in waste yard inside Factory premises. (As and when required)

ii) Maintenance of duty roster, Daily job assignment, Allocation of required cleaning consumables to Safai Karmachari and Supervision of cleaning of Manholes, Drainage Chambers, Sanitary Line Ducts and Disposal of waste at identified locations. (As and when required)

The tentative / indicative number of manpower required on daily basis to carry out the job as per BOQ is 20 Nos of Safai karmachari. However, this number may vary based on requirement.

The tentative / indicative Standard Man minutes and tentative / indicative number of manpower required on daily basis shall not be the basis for payment. Payment to contractor shall be made based on job executed as per UOM indicated in BOQ.

The normal working hours are from 07.30 A.M. to 04.36 P.M. from Monday to Friday & 07.30 A.M. to 12.30 P.M. on Saturdays. However, depending upon work load, the factory may operate in staggered shift also and the contractor will be required to deploy their labour accordingly if so directed.

B.2: TERMS AND CONDITIONS OF CONTRACT

B.2.1: SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. Before commencing the work, contractor submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:
 - (i) Safety Helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521: 1983.
 - (iii) Safety Shoes conforming to IS-1989: 1978

- (iv) Eye and Face protection devices conforming to IS – 8520: 1977 and IS-8940: 1978
- (v) Hand and body protection devices conforming to:

- IS-2573: 1975
- IS-6994: 1973
- IS-8807: 1978
- IS-8519: 1977

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a work due to mishaps attributable to lapses buy the contractor, BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL

official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL official shall also submit periodic reports on safety from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded work is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the work.

B.2.2: HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- Compliance with applicable Legislation and Regulation
- Setting objectives and targets to eliminate/control/minimize environmental pollution, risks due to Occupational Health and Safety Hazards.
- Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.
- Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
- Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
- Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management Programs for continual improvement.
- Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
- Communication of HSE Policy to all employees and interested parties.
- Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

B.2.3: GENERAL SAFETY PRECAUTIONS WHILE ON WORK

Do:

1. Use proper hand gloves, masks, goggles while handling chemicals such as Isopropyl alcohol, thinner, flux, conformal coating (lacquer), and solder paste.
2. Use proper safety precaution while movement of materials in the work area.
3. Ensuring compliance as per check list for standard operation, before handling material handling equipment.
4. Wash thoroughly with water, the affected part of the body in case of splashes of chemicals.
5. Open cautiously a container, be alert for sprays or splashes of acids/alkalis.
6. Treat all liquids as dangerous, until you know that they are safe.

7. Handle very carefully the bottles / containers which have no labels.
8. Always wash hands and other exposed skin areas after using chemicals, upon exiting the chemical use area, and before eating or drinking.
9. When cleaning, use nonflammable solvents.
10. Before handling any chemical check with MSDS for the safety precautions required.
11. Store chemicals in stable racks in clearly marked containers and in designated areas.
12. Always leave gangways between stacks, between stacks and walls.
13. Keep all combustible materials away from any kind of heat source.
14. Make sure that your route is clear of obstacles.
15. When going down a ramp, keep the load in front.
16. Keep gangways clear and unobstructed.
17. Keep your work area clean and dry.
18. Undergo periodical medical checkup for health monitoring.

Don't:

1. Do not eat, drink, chew gum, or store food, beverages, or medications in areas where chemicals are used or stored.
2. Do not smell or taste chemicals.
3. Do not keep materials / tools / components projecting into gangways / aisles.
4. Do not store / stack materials in front of electrical control panels/ switches and fire extinguishers.
5. Do not store inflammable near any electrical switch boards/ cubicles.
6. Do not throw cotton waste soaked with inflammable liquids/ solvents/ chemicals in drains or room corners.
7. Do not use solvents to clean hands after work.
8. Do not use thinner to clean floors.
9. Do not block exits, fire extinguishers.
10. Do not store projecting material near gangways.
11. Do not carry a load, which is too heavy for you. Get help if the load is too heavy.
12. Do not carry a load that obstructs the view ahead.
13. Do not pull a hand truck, but push it.

Note: The above list is only indicative and not exhaustive. Regarding various safety precautions to be taken, follow your Superior's instructions

B.2.4: CONTRACTOR'S OBLIGATIONS

Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.

Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.

Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.

Contractor shall maintain appropriate records of his employees deployed to carry out the work.

"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".

Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.

Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.

Contractor will ensure that the work is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the work; nor shall sub-contract the work without prior written permission from BHEL.

Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.

The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. Notwithstanding that BHEL may provide consumables, cleaning and material handling equipment etc. wherever required, the contractor shall be responsible for issue and wearing of the safety equipment's/gadgets.

The contractor has to provide his workmen uniform distinct different from BHEL employees, mandatorily after commencement of contract. The uniform should have logo of the contractor's firm/company. The uniform shall be always ensured to be in neat, tidy and wearable condition.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any from the establishment of BHEL.

The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations. In addition to that the contractor shall pay BHEL Additional wage (Rs.123.08 per man day for USW, Rs.142.31 per man day for SSW, Rs.157.69 per man day for SW, Rs.173.08 per man day for HSW), make payment for holidays (12 days per year), EL encashment (15 days per year), washing allowance @125/- per month.

Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.

BHEL will provide materials for repairs and maintenance wherever applicable and agreeable. However, it will be the responsibility of the contractor to inform concerned Engineer-in-charge to ensure the materials/equipment for assigned jobs.

The age of the contract workers deployed at BHEL EDN should be between 18 to 60 years.

The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.

In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within a month's time and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.

The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.

Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".

Based on the State annual average consumer price index number for Industrial workers for the year 2021, the enhanced Consumer price index points for 2022 (with effect from 01.04.2022 to 31.03.2023), the variable Dearness allowance / Cost of living Allowance as given below shall be paid to the contract labour engaged by contractors in the establishment of BHEL-EDN Bangalore w.e.f 01.04.2022.

Category of Manpower	Basic Wage (₹)	Variable Dearness Allowance w.e.f 01.04.2022 (₹)	Total Minimum Wages inclusive of VDA (₹)
Unskilled	445.69	85.89	531.58
Semi- Skilled	490.25	85.89	576.14
Skilled	539.28	85.89	625.17
Highly Skilled	593.21	85.89	679.10

The minimum wage as notified by Govt. /competent authority from time to time shall be payable.

In addition to above, the contractor shall pay BHEL Additional wage (Rs.123.08 per man day for USW, Rs.142.31 per man day for SSW), make payment for holidays (12 days per year), EL encashment (15 days per year), washing allowance @125/- per month.

LIST OF UNIFORM AND SAFETY MATERIAL TO BE ISSUED FOR THE LABOURERS ENGAGED FOR CONTRACT PERIOD

SL No.	Description of Item	Unit	Approx. Qty
1.	Supply and issue of 1 set of Uniform (Terricot) for Gents of approved quality and colour including stitching charges (Each set : 2 Pants + 2 Shirts)	Sets	13
2.	Supply and issue of 1 set of Uniform for Ladies of approved quality and colour including stitching charges (Each set : 2 Saris + 2 Blouses + 2 petticoats))	Sets	7
3.	Supply and issue of 01 pair of safety shoes of Liberty Warrior make with 2 sets of socks for male contract labours (Each : 01 pair per annum)	Pair	13
4.	Supply and issue of 01 pair of safety shoes (slip-on type) of approved brand with 2 sets of socks for female contract labours (Each : 01 pair per annum)	Pair	7
5.	Supply and issue of Lifebuoy Soap (125 gms each) @ 1 per month for each contract labour	Nos	240

6.	Polyester Overcoat 'ERUL' grey colour, as per required size/body measurement (Each: 01 Nos for every year)	Nos	20
7.	Gum boots with full acid/alkali proof non gloss with lining inside (Each : 01 Pair for every year)	Pair	20
8.	Cut-Resistant Nitrile - Nylon Hand Gloves - 10" long (Each : 02 Pairs for every year)	Pair	40
9.	Nose Mask - Cloth Type (Each : 01 Nos for every month)	Nos	240
10.	Safety Goggles with '0' Power Toughened Glass ISI marked (Each : 02 Nos for every year)	Nos	40
11.	Ear Plugs - Polyurethane Foam Corded Type (ISI marked) (Each: 02 Nos for every year)	Set	40

Note:

- 1) The brand and specification should be approved by the Engineer-in-charge.
- 2) All Uniform and safety materials for the labourers engaged should be supplied as per the list enclosed.
- 3) The rate quoted shall be inclusive of supply of Uniform & safety materials also. No separate payment will be given for this.

C. CONTRACT PERIOD AND PLACE OF WORK:

C.1: Mobilization period:

The work shall start within seven days of issue of LOA or as indicated in LOA whichever is earlier.

C.2: Contract Period:

Twelve months from the date of award of contract.

BHEL-ESD may extend the contract by 3 months at same Rate and Terms and Conditions based on mutual consent.

C.3: Place of Work:

The work shall be carried out at BHEL-EDN, Bangalore Factory premises.

D. PAYMENT TERMS

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made **within 30 days** of submission of bill complete in all respect.
2. The Contractor shall submit the bill within a week after the end of each month / after completion of work in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time along with any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance will be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
8. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). No other forms or mode of payment is made by BHEL. If there is any delay in making payment, no interest will be paid.

E. PRICE VARIATION CLAUSE:

E.1: The rate shall remain firm throughout the contract period.

F. LIQUIDATED DAMAGES (LD)/PENALTY:

1. LIQUIDATED DAMAGES (LD):

If the contractor fails to start the work within the initial mobilization period (7 days) fixed in the tender as indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion shall have right to

- a. Recover from the contractor, liquidated damages and not by way of penalty, a sum of 0.5% (Half percentage) of total value of the contract (excluding taxes) per day of delay in mobilization beyond initial mobilization period of 7 days, subject to a maximum of 15 days. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond 15 days.
- b) Recover from the contractor, liquidated damages and not by way of penalty an amount of ₹1000/- per day in the event of any delay in making the payment of any wages or dues to the all contractual workers by the tenderer as per Sec. 5 of Payment of Wages Act, 1936 the period is as follows: i) Before the expiry of 7th day irrespective of Sundays and holidays for factory in which less than one thousand persons are employed. ii) Before the expiry of 10th day irrespective of Sundays and holidays for any other factory, in which more than one thousand persons are employed.

2. MAXIMUM VALUE OF LD/ PENALTY:

The total recoveries under aforesaid clauses shall be limited to maximum **10% of the contract value**. In case of any change of order value, LD / PENALTY shall be subject to a maximum of **10% of the revised order value**

The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

G. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT:

1. The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
3. Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.

4. All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
5. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
6. Contractor shall supervise the work carried out by his/her employees.
7. Contractor shall ensure that the employees 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.
8. Contractor shall maintain appropriate records of his/her employees deployed along with their attendance to carry out the job(s).
9. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
10. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
11. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
12. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
13. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
14. The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
15. Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
16. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
17. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
18. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
19. National & festival holidays (i.e. 12 days per year) is paid holidays & Earned leave of 15 days per year for all employees engaged for this contract shall be paid as per Minimum wage.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

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

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL-EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR 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)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 7 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

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)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor 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.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date.

Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. 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 by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest"

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

- 2.Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 3.The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4.The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. "The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".

13. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

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

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. 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 or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

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 of an arbitrator appointed by Head of the **BHEL-EDN, Bengaluru**.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

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 **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided 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 to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

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

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

31. RISK PURCHASE:

a) In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for ‘Termination of Contract’, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. DAMAGE / LOSS TO PROPRTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or

which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- A. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- B. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites.
- C. Compensation in respect of each of the victims:
 - a. In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (Rs Ten lakh)
 - b. In the event of **others permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)
- D. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act,1923”

34. PREFERENCE TO MAKE IN INDIA

“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

35. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS:

1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of valid UAM along with CA Certificate (As per Annexure-B of tender document) issued for latest financial year ending on **31st March 2022** or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-B of tender document) issued for latest financial year ending on **31st March 2022** or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

2. Definitions of MSEs owned by Women is under:

2.1 In case of proprietorship firm, proprietor must be woman.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

4.3 Revenue Officer not below the rank of tahsildar.

4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

5. If the rate (s) quoted by non-MSE vendor is Lowest, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s).

a) If the MSE vendor(s) accepts the counter-offered L1 rate(s), then the MSE bidder whose offer rate(s) is lowest will be ranked L1.

b) If no MSE bidder quoting price within price band of L1+15% accepts the counter offered rate(s), NON MSE bidder will ranked L1.

6. In case splitting is proposed in tender, minimum 25 % or minimum value proposed for a vendor (whichever is higher) will be awarded to MSE. In case no splitting is proposed in tender, 100 % work will be awarded to MSE bidder after acceptance of L1 rate by MSE bidder.

Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-ID****SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, EDN-Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of “SERVICE CONTRACT FOR MAINTENANCE OF RESTROOM(TOILETS) INCLUDING CONNECTED MANHOLES, DRAIN CHAMBERS AND SANITARY LINE DUCTS AT BHEL-EDN, BANGALORE FACTORY PREMISES FOR ONE YEAR DURING 2023-24. Tender Ref. No.: BHEL-EDN/ CCD/ RESTROOM MAINT-EDN/ GeM-12/23-24 and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

ANNEXURE-B**Certificate by Chartered Accountant on letter head for MSME bidder**

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
.....is registered under Micro, Small and Medium Enterprises Development Act , 2006 (**MSMED Act, 2006**) having **Udyam Registration Number No:**.....
Category:, (Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

ANNEXURE-C**A.EMD PAYMENT WIDE SBI-E COLLECT**

This explains how to make Payments to BHEL-EDN, Bengaluru through SBI-E collect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT " .
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank:	State Bank of India
Branch:	Chandra Layout Branch, Bangalore 40
IFSC code:	SBIN0004051
Account Number:	31467498356
Account type:	Current Account

Annexure – D

Solvency Certificate Format

[To be issued by scheduled Banks as mentioned below (for instance) not later than 6 months]

Ref:

Date:

This is to certify that M/s. _____ having their Registered Office at _____ is solvent to the extent of ₹ _____ [Amount in Words _____] as disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s. _____ for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank _____

Name of Signatory

ANNEXURE-E

LIST OF CONSORTIUM BANKS			
SL NO.	NATIONALIZED BANKS	SL NO.	PUBLIC SECTOR BANKS
1	STATE BANK OF INDIA	18	18 IDBI
2	ALLAHABAD BANK		
3	ANDHRA BANK	SL NO.	PRIVATE BANKS
4	BANK OF BARODA	19	AXIS BANK
5	CANARA BANK	20	HDFC
6	CORPORATION BANK	21	ICICI
7	CENTRAL BANK	22	THE FEDERAL BANK LIMITED
8	INDIAN BANK	23	KOTAK MAHINDRA BANK
9	INDIAN OVERSEAS BANK	24	INDUSIND BANK
10	ORIENTAL BANK OF COMMERCE	25	YES BANK
11	PUNJAB NATIONAL BANK		
12	PUNJAB & SINDH BANK	SL NO.	FOREIGN BANKS
13	SYNDICATE BANK	26	CITI BANK N.A
14	UCO BANK	27	DEUTSCHE BANK AG
15	UNION BANK OF INDIA	28	HSBC
16	UNITED BANK OF INDIA	29	STANDARD CHARTERED BANK
17	VIJAYA BANK	30	J P MORGAN

ANNEXURE-F**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

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

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No.
(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

ANNEXURE-G**PART-I (Declaration)**

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: SERVICE CONTRACT FOR MAINTENANCE OF RESTROOM(TOILETS) INCLUDING CONNECTED MANHOLES, DRAIN CHAMBERS AND SANITARY LINE DUCTS AT BHEL-EDN, BANGALORE FACTORY PREMISES FOR ONE YEAR DURING 2023-24.

Tender Ref No: BHEL-EDN/ CCD/ RESTROOM MAINT-EDN/ GeM-12/23-24

DECLARATION

I / We M/s. do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Karnataka Government Minimum Wages & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. We will also pay ESI, PF (both Employer and Employee contributions) & Bonus amounts for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted against service charge in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL- Electronics Division, Bengaluru may recover the said amounts through other running contracts from BHEL's sister units.
8. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

ANNEXURE-II**PART-II (PRICE BID)(For Reference)**

SL NO	DESCRIPTION	UOM	APPROX QTY	UNIT RATE	VALUE
1	Maintenance of Restrooms (Gents Toilets) and (Ladies Toilets): Cleaning of Sanitary Fittings and Fixtures - IWC/ EWCs, Urinals, Wash basins, Nahani traps, Floor traps, Bib cocks, Faucets, Stop Cocks, Push cocks, Pillar cocks, Soap Dispensers, Mirrors, Waste connection pipes etc. along with cleaning of wall & floor tiles, doors, windows, ventilators with toilet cleaners, soap oil, detergents or other cleaning materials. Cleaning of Manholes, Drainage Chambers and Sanitary Line Ducts with mechanised cleaning equipment or cleaning materials and dumping the waste in waste yard inside factory premises. Maintenance of duty roster, Daily job assignment, location of required cleaning consumables to Safai Karmachari (twice daily) and Supervision of cleaning of Restrooms (Toilets) and Disposal of waste at identified locations. (All cleaning consumables and equipment will be arranged by BHEL)	Nos	93600		
Total value excluding GST (₹)(A)					
Goods and Services Tax (GST) @ % (₹)(B)					
Total value including GST (₹)(C=A+B)					
Note: Vendor shall quote Lump sum offer value including GST in GeM portal.					