

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER ENQUIRY NO. FCX/TW/08/01/R2

TENDER DOCUMENT

DATE:- 26/05/2018



TENDER DOCUMENT For Works Contract

For Tender Enquiry No : FCX/ TW/08/01/R2

For

**(Misc. MS Fabrication work in factory area for one
year 2018-19.)**

Contact Person :

Name : K.D. Gupta
Désignation : Sr. MGR
Email : kdgupta@bhel.in
PH : 0510 – 241 – 2385
Or

Name : C. L. Malav
Designation : Dy. MGR
Email : clmalv@bhel.in
PH : 0510 – 241 – 2650

**Tender Due Date : - 19/06/2018 at 13 :15 Hrs
Tender Opening Date :- 19/06/2018 at 14 :00 Hrs**

Rev Date	Short details of revision (In case of revision in tender document, other wise NA
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**Department Factory Civil
BHEL, PO : BHEL, Jhansi 284120 (UP)**

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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DETAILS OF TENDER DOCUMENT

TENDER NO.	F	C	X	T	W	08	01						R2		
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1. BHEL JHANSI is in the process of finalizing the Works Contract for Misc. MS Fabrication work in factory area for one year 2018-19.
2. The tender document has been detailed as follows:
 - a. Notice Inviting Tender (Annexure A)
 - b. Work Specifications (Annexure B)
 - c. Qualifying Requirements (Annexure C)
 - d. Instruction to Bidder (Annexure D)
 - e. Tender Evaluation Criteria (Annexure E)
 - f. Contractor's obligations (Annexure F)
 - g. General Terms and Conditions (Annexure G)
 - h. Criteria for measurement of work (Annexure H)
 - i. Technical Bid Application (Annexure I)
 - j. Blank Price Bid (Annexure J)
 - k. Price Bid (Annexure K)
 - l. Guidelines for dealing with "discrepancy in words & figures (Annexure L)

The duly filled in Technical and Price / Rate bids (Annexure J and K, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for **Tender No. FCX/TW/08/01/R2 DATE: 26/05/2018**" should reach us in a sealed cover on or before **19/06/2018 (13.15 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To,
Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284120 (U P)

- Note:**
- 1) Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.
 - 2) Technical bid and price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the "bids" are liable to be rejected.

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Tender Documents

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Annexure 'A'

NOTICE INVITING TENDER

S. No.	Particulars	Details
1	Name of work	Misc. MS Fabrication work in factory area for one year 2018-19.
2	Tender Evaluation Criteria	(As per Annexure – E)
3	Contract period	One Year
4	Last date of receipt of the Tender	(as on page # 1)
5	Date of opening Tender	(as on page # 1)
6	Address for submitting the tender	(as on page # 2)
7	Earnest Money Deposit * (EMD)	Rs. 9943/- (Nine Thousand Forty three rupees only)
8	Cost of tender	Rs. 200 plus (GST as per actual payable at BHEL cash office through POS machine or RTGS/NEFT/IMPS/EFT/ECS in BHEL account mentioned below)
9	Validity of Offer	90 days
10	Security Deposit	As per Annexure G

Note: *

For works/ services with estimates upto Rs 10 Crs 2% of the estimated cost

For works/ services with estimates more than Rs 10 Crs 20 lakhs plus 1% of the estimated cost over Rs 10 crs.

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL account details: Bank Name: - SBI; A/c No. :- 10670828866 ; IFSC Code:- SBIN0003807
A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

- (ii) At BHEL cash office through POS machine **No Demand Drafts shall be accepted.**

The contractors may physically visit the work place before quoting their rates. For relevant details, please visit our website "www.bhel.com" & "www.bheljhs.co.in"

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Annexure 'B'

WORK SPECIFICATION As per price bid Annexure K

Annexure 'C'

Brief Description of work

This work carried out for all type of MS Fabrication work in factory area.

1. PAN number to be submitted.
2. Should have GST number (PAN based).
3. Self-Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL as per standard format
4. Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per standard format
5. Should have independent ESI Code number.
Blank Price Bid as per Annexure "J"
6. **Average financial turnover: Average Annual financial turnover from during the last 3 years, ending 31st March 2017 should be at least Rs 1.49 Lakhs. (Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document.**
7. **If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.**
Note:- Provisional turnover for the financial year 2017-18 duly certified by C.A. shall also be acceptable for evaluation purpose.
8. **Experience** of having successfully completed similar works during last 7 years ending on 30-04-2018 should be either of the following: -
 - a. **Three similar completed works each costing not less than the amount equal to Rs. 1.99 Lakhs.**
 - Or
 - b. **Two similar completed works each costing not less than the amount equal to Rs. 2.49 Lakhs.**
 - Or
 - c. **One similar completed work, costing not less than the amount equal to Rs. 3.98 Lakhs.****Definition of similar work – :** All types of civil and fabrication works / service contracts.
9. Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS/ Traces Certificate must be attached as evidence.
10. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
11. The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
 - (i) Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
 - (ii) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
 - (iii) Society: Registration certificate issued by Registrar of societies.
 - (iv) Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)



INSTRUCTIONS TO TENDERERS

(For Two Part Bid System)

Above tender is in two Bid System (Techno Commercial Bid & Price Bid).

- 1) The tender is to be submitted in two parts viz a) Techno Commercial bid and b) price/rate bid.
 - a) Techno-Commercial Bid-The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscripted with "Tender for (*details of tender as mentioned in page 2 of tender documents*) TECHNOCOMMERCIAL BID". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed.
 - b) Price Bid-The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as "*(Name of Work as mentioned in page 2 of tender document)* PRICE BID". Any other enclosures, which the bidder wishes to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format is liable to be rejected/bypassed.
- 2) Both the technical bid and price bid sealed envelopes must be again enclosed in a single envelope duly sealed and super scribed as "TENDER FOR TENDER NO (tender no as mentioned in page 2 of tender document) DUE DATE OF OPENING (*date as mentioned in page 2 of tender documents*)". The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the bidder. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
- 3) All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidders place by authorized officials, price bids of only those bidder who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose Technical bid has been accepted, in advance for witnessing the Price Bid opening.
- 4) All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission.
- 5) Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However, GST shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL Corporate MM.
- 6) The rate quoted will be valid for the period of contract.
- 7) The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates.
- 8) BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- 9) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST).
10. The contractor must submit all the required documents duly self-certified and complete in all respect at the time of submission of tender. In case of the tender documents found incomplete, his offer/tender may be rejected.



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Annexure 'E'

TENDER EVALUATION CRITERIA

The evaluation of the Tender will be carried out as follows:

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
3. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
4. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.
5. In case of tie between two or more than two bidders for L1 price. Bids shall be called for Discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure "V"
6. IN case where bidders have submitted 'NIL' charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of Ministry of Finance, Dept of Expenditure No 29(1)/2014-PPD dated 29/1/2014)

Annexure 'F'

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

Towards selection, control and supervision of employees

- 1) Contractor shall decide the number of employees to be deployed 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 of carrying out the work as per the prescribed specifications and quality plan.
- 2) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 3) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
 - 3.1) Aadhar card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
 - 3.2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - 3.3) Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis.
- 4) **Age of workers:** The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.

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5) Contractor to 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. acceptable to concerned department.

6) **Discipline:** The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

7) The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

8) 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, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

9) Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website). The contractor has to ensure that all precautions are taken for safety of his employees and equipments.

10) **Record Keeping:** Contractor to maintain appropriate records of his employees deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.

11) **Uniform:** The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE.

12) **Bus Pass :** Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.

13) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.

14) Tools, tackles and materials: Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or material.

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B) Towards statutory liability

1. As mentioned in the terms and conditions enclosed as Annexure 'F' of this contract.
2. Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
3. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
4. The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.

C) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. Rates to be as per Letter of intent issued to successful bidder.

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Annexure 'G'

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GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.

1 SECURITY DEPOSIT

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit except in case of one time EMD.

1.1. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- Cash (as permissible under the extant Income Tax Act), Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- Local Cheque of scheduled banks, subject to realization.
- Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to department.
- The Performance Security Deposit shall not carry any interest.

2 Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs 10000

3 LABOUR LICENCE AND OTHER REQUIREMENTS:-

(a) Labor License

- Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.

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- iii) In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- iv) The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.

(b) Personal Insurance Policy

- i) Contractor shall buy personal Accident Insurance (24 x 7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) The Maximum coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs 5 lakhs to the nominee/ legal heir of such deceased contract worker.

4 APPOINTMENT AND ENTRY IN FACTORY PREMISES:

4.1 The contractor shall submit the following to HR, contracting department and CISF

- (a) The details of the worker proposed to be deployed.
- (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker. Annexure II

4.2 After submission of documents the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.

4.3 The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.

4.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labor (R&A) Central Rules. A copy of this format is annexed as **annexure III**.

4.5 The entry of contractor's worker in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time office section through contracting department. In event of any contract worker leaving the service before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non-return of biometric card, Rs 200/- (Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

5 ATTENDANCE AND PAYMENT OF WAGES

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in form 16 of muster roll.
- b) Statement of Wages of labours deployed by him in form 17 under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
- c) The contractor shall pay minimum wages as applicable of the Appropriate Government.
- d) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- e) The contractor shall make payment to the his own employees/ Before the expiry of the 7th

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day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth disbursement of wages. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.

- f) The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- g) The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- h) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

6 Payment of bills

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract.

The contractor's bills should be accompanied with the following.

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
- b) Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- c) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- d) Wage payment sheet for the bill period as per annexure IV.
- e) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- f) Copy of Form 12A-regarding PF remittance
- g) List of CL covered under accident insurance policy
- h) Statement of material supplied by the contractor if any
- i) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- j) Copy of Challan of previous GST paid
- k) Proof of Personal Accident Insurance Policy along with bill

The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and GST Challan & documents as above forward them to Finance through HR department.

After checking the Labour Laws compliances with respect to the concerned contract, HR department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and GST Challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, GST and security deposit amount, make payment as per contract.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor.

7.0 Provident Fund

- a. The contractor should get independent EPF code before deployment of his contract worker against work contract.
- b. The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.

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c. In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

d. After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.

e. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

7.1 PF CONTRIBUTION:

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid	PF Contribution	3.67%
As applicable by respective Govt/ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).	Insp /Admn Charges (subject to minimum Rs. 500/- per challan)	0.65%
	Admn/Insp Charges	0.50%
	Pension Fund	8.33%
	EDLI Charges (subject to minimum Rs. 200/- per challan)	0.01%
	Total	13.16%

7.2 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

8 Employees State Insurance

a) The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.

b) At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

c) The contractor shall facilitate collection of issued ESI cards by his worker.

d) As applicable by Government/ respective agency (existing wage limit for coverage under the Act is Rs. 15,000/- per month w.e.f. 01/05/2010).

8.1 ESI CONTRIBUTION:-

Employee's Contribution

1.75% of gross wages

Employer Contribution

4.75% of gross wages

8.2 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

8.3 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company:-

a) Form XIII - Register of Workmen employed by contractor (Rule 75)

b) Form XIV - Employment Card issued by contractor (Rule 76)

c) Form XVI - Muster Roll 78(1) (a) (i)

d) Form XVII - Register of Wages (Rule 78 (1) (a) (i))

e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)

f) Form XIX - Wage Slip (Rule 78) (1) (b)

g) Form XX - Register of deduction for damages of loss (Rule (78) (1) (a) (ii))

h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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- i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- l) Form XII – Register of Adult Workers
- m) Form XIV – Leave with wage register
- n) Form XV – Leave book

8.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

9.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965. and submit proof of disbursement along with received copy of Form-D to L.E.O Office.

10.0 LEAVE WITH WAGES TO THEIR EMPLOYEES:-

10.1 Guidelines as per factories Act 1948 & U P Factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.

10.2 The contractor will give three paid National Holidays to his employees.

11.0 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/ INTEGRITY PACT

a. BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

b. That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL-Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

c. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

d. In case of contract estimate is equal to or more that Rs. 10 Crore Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.

12.0 OTHER GENERAL TERMS AND CONDITIONS:-

Legal compliance

a) The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



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b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.

c) The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.

d) In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

e) Security deposit will be released on submission of following certificates from departments mentioned as under:-

i) Completion of work and certification of payment of minimum wages to employees from contracting department.

ii) Certificate of compliance of labour laws from Contracting Deptt. Verified by HR department.

iii) Certificate of payment of Bonus by Contracting Deptt and verified by HR Department

iv) No dues certificate from contractor regarding GST payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.

v) In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

13.0 Risk & Cost: If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

14.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC.:-

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

15.0 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

16.0 TERMINATION

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

17.0 SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.



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18.0 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

19.0 ARBITRATION:-

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi).

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

INFORMATION TO TENDERERS

Tenders are invited on behalf of the BHARAT HEAVY ELECTRICAL LIMITED JHANSI for Work – **Misc. MS Fabrication work in factory area for one year 2018-19**. The work is estimated to cost **Rs. 4.97 Lakhs**. This estimate, however is given merely as a rough guide

- 1- The works are required to be carried out for a period of **One year** from the fifteen days after the date on which the Engineer-in-charge issues written orders to commence the work.
- 2- No two or more concerns in which an individual is interested as a Proprietor and /or a partner shall tender for the execution of the same works, if they do so all such tenders shall be liable to be rejected.
- 3- The **Sr. MGR – (FCX)** shall be the Accepting Officer hereinafter refers to as such for the purpose of this contract.
- 4- Tender documents consisting of plans, specifications, Schedule (s) of quantity of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection at factory civil office from during tender notice period between 9 am to 3 pm.
- 5- Tenderers are advised to inspect and examine the site and its surroundings and subsoil (so far as it is practicable), the form and nature of the site, the means of access to the site the accommodation they may be require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 6- Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc will be issued to him by the company corporation and local conditions & other factors bearing on the execution of the works.
- 7- A tenderer should quote in figures as well as in word rate (s) tendered. Special care in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs should be written before the figure of rupees and the words. 'Paisa" after the decimal figures e.g. Rs 2.15 and in case of words, the words 'Rupees' should precede and the words 'paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only " it should invariably be upto two places of decimal.

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- 8- The work shall be awarded to the overall lowest bidder. The quantities mentioned in the tender shall be used for comparative statement calculation and award of work. The actual quantities can vary during the course of the contract.
- 9- On acceptance of tender earnest money will be treated as part of the security if applicable.
- 10-Bharat Heavy Electricals Ltd. Jhansi will return the earnest money, where applicable, to every unsuccessful tendered on the request of the tendered and after award of work to now successful bidder.
- 11-A tenderer shall submit the tender which satisfies each and every essential condition laid down in this notice, failing which the tender will be liable to be rejected.
- 12-The Bharat Heavy Electricals Ltd. Jhansi reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
- 13-Sales Tax or any other tax on materials in respect of this contract if applicable shall be payable by the contractor and the company /corporate on will not entertain any claim what so ever in this respect.
- 14-This notice of tender shall form part of the contract documents.
- 15-Income Tax shall be recovered as per the applicable laws, from the contractor's bills.
- 16-Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, Penalty as may be decided and future blacklisting.
- 17-In case more than one contractor quoted the L1 (Lowest and technically accepted) rates, all The L1 bidders will be asked to submit revised offers and then the lowest of these revised offers will be treated as L1. However if again more than on bidder is L1 then the work may be awarded through draw of lots.

The contractor must go through the below important information before quoting.

1	SCHEDULE A	List of material issue to the contractor
2	SCHEDULE B	List of Tools and Plant issue to the contractor
3	SCHEDULE C	Special conditions
4	SCHEDULE D	Lead statement
5	SCHEDULE E	Reference to general condition of contract

General Conditions of contract including Contractor's labour Regulation, Model Rules for labour Welfare and Safety Code appended to these conditions.

DECLARATION

I/We hereby tender for the execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in schedule G.

The rates offered in price bid may be fixed under the terms and conditions of the contract and within the period (s) of completion as stipulated in Schedule "F".

In consideration of I / We being invited to tender, I / We agree to keep the tender open for acceptance for One hundred twenty (90) days from the due date of submission there of and We hereby accepted above (Signature & seal of bidder) Seal & Signature OF BHEL contracting authority

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not to make any modifications in its terms and conditions which are not acceptable to the Company/Corporation.

A cash of **Rs. (9943)** is hereby forwarded in BHEL Cash receipt Pay order or demand draft only as earnest money. If /we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to Company/Corporation. I/we agree that the Company /Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money absolutely. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provision aforesaid documents.

If, after the tender is accepted, I/we fail to commence the execution of the works as provided in the Conditions, I / We agree that the Company / Corporation shall, without prejudice to any other right or remedy: be at liberty to forfeit the said earnest money absolutely.

SCHEDULE "A"

MATERIALS FOR ISSUE TO THE CONTRACTOR

S No.	Particulars	Rs	Quantity
1	Structural steel for fabrication work	Free of cost	BHEL Store

Note:- In addition to above mentioned rates, sales tax shall also be payable by Vendor at applicable rates.

SCHEDULE "B"

TOOLS, PLANT AND BUILDING TO BE HIRED TO THE CONTRACTOR, Subject to their availability on chargeable basis. Charges shall be as per BHEL'S norms.

SI. No.	T & P	Rates
1	Welding machine (if available)	Rs. 1000 per Month

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



SCHEDULE "C"

SPECIAL CONDITIONS OF CONTRACT

1. The BHEL General Conditions of contract shall an integral part of this contract. (The BHEL General condition of contract may be seen in civil Office)
2. The Special Conditions of Contract (SCC) shall have overriding priority over General Conditions of Contract (GCC). Whenever there is any contradiction between the GCC and SCC, the SCC shall be treated as final.
3. The following General Conditions of Contract shall not be applicable; they shall be treated as deleted: 9(d), 34.A.2, 34.A.3, 34.A.4, 34.A.5, 34.A.6, 34.A.7, 34.A.8, 34.A.9, 34.A.10, 34.A.11, 34.A.12, 51.1 (b), 51.2, 51.3, 52.1, 53(b).2, 53(c), 53(d), 53(e), 53(e).1.
4. The contractor shall take necessary precautions for the safety of his workmen.
5. The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same. The decision of Engineer in charge is such case shall be final and binding on contractor.
6. The contractor will follow all safety rules required in connection with execution of such type of works.
7. The contractor shall make his own arrangement for his residing the supervisor near by the township for execution/interest of work. If available, the BHEL can provide the accommodation at commercial rent (electric charger and water charge extra) as per rule.
8. The workers should be trained enough for the work and should be engaged on approval of the engineer -in charge.
9. The contractor is advised to take insurance policy to cover accident risk under Workmen's Compensation Act in respect of workmen engaged by him.
10. The contractor shall be wholly responsible for the behavior of his workmen with the office staff and with the residents of the township.
11. Contractor will have to ensure that the work places are entirely cleaned
12. In case any time contractor fails to arrange the work BHEL will deduct the expenses to make alternate arrangement for the same.
13. **EXECUTION OF CONTRACT**
- 13.1. The successful Tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electrical Limited. The successful tenderer shall be required to execute a contract in the "prescribed form" as per GCC with BHEL within 15 days after the acceptance of his tender and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the Contractor.
- 13.2. The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.
- 13.3. If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 13.4. All the works shall be carried out under the direction and to the satisfaction of BHEL.
14. Work shall be carried throughout work period (contract period) without interruptions due to any Sunday /holiday round the clock and contractor has to make suitable arrangement for the same without any extra compensation.
15. The payment shall be made on the basis of measurement only as per unit given in schedule the contractor or his supervisor /authorized person maintained a register and entry the work/measurement immediately and verified daily/after the work by BHEL supervisor.
16. **MEASUREMENT OF WORK AND MODE OF PAYMENT**

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

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- 16.1. All payments will be made as per "Price Schedule" only after completion of that work. The same will be entered in measurement Book as running account (RA bill) & both the parties will sign in that.
- 16.2. All recoveries due from the contractor for the month/period shall be affected in full from Corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be Income Tax, Stamp duty on S.D etc.
- 16.3. Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 16.4. The contractor shall bear the expenditure involved if any, in meeting requirements. The contractor shall, provide all the assistance with appliances and other thing necessary for Measurement or re-measurement.
- 16.5. Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- 16.6. Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender Specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid, which will be released as per GCC.

NOTE: - Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.

17. The quantity of each item has been mentioned in the tender on tentative basis. The actual quantity will be as per work given. The quantity may be variate as per requirement. The contract may be awarded on overall lowest basis only.
18. Contractor engaged in construction and maintenance work shall register his firm at Zila Panchayat and obtain license/registration no. from competent authority. Contractor shall provide license /registration no. to BHEL Jhansi before commencing the work.

EXTRA/ADDITIONAL ITEMS OF WORK:

1. Any New item of work which is not as per the scope envisaged in the tender but found essential during execution of the contract for satisfactory completion of the total work then it will come under the ambit of Extra Item of Work. In case such extra item is executed the rate for the same shall be determined in the following ways and in the same priority:
 - (a) In case such extra item is contained in CPWD DSR 2016, the rate of such item shall be same as given in DSR 2016 with percentage above/below as determined by the department based on percentage quoted by the successful bidder.
 - (b) In case determination of rate of extra item is not possible by manner described above, the rate for extra item shall be derived on prevailing market rates and on actual basis by observing the consumption of materials (with allowable wastage as per standard practice), deployment of labours and other incidentals with 15% as contractor's premium and over heads. For this **purpose**, the contractor has to maintain and produce proper record duly certified by the BHEL Engineer. Decision of BHEL in this regard shall be final and binding on the contractor.

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2. Taxes and Duties:-

- I. Price quoted shall include all taxes/Duties/Royalties applicable as on date of submission of tender except GST.
- II. GST (as applicable) shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution against submission of GST registration no and production of documentary proof of payment of GST to the concerned Govt. Deptt. (as applicable).
- III. No claim shall be admissible on account of upward or downward revision in rate of existing taxes & duties (except GST as applicable) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.
- IV. Income Tax & other deductible tax (if any) shall be deducted at source (TDS) as per prevailing rules and certificate to this effect shall be provided to the contractor.
- V. Contractor to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- VI. Contractor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
- VII. Contractor to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
- VIII. Contractor to submit invoices compliant with GST invoice rules.
- IX. Contractor to comply with all statutory provisions as may be applicable at the time of dispatch/sale. Any additional financial liability to BHEL on account of non-compliance by contractors shall be borne by them and shall be adjusted/ recovered from the contractor. BHEL reserves the right to review the existing offers/contracts for any revision in terms, which may arise due to change in any statutory provision to ensure that the benefit accrues to BHEL.
- X. Contractor to ensure TAX INVOICE submission to BHEL.
- XI. In respect of cases where the liability to discharge GST in on BHEL under reverse charge mechanism, contractors have to ensure timely submission of invoices and delivery of material/services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the contractor on submission or delivery of material/services the same shall be passed on to them.
- XII. In respect of free issue material by BHEL, contractors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non- compliance by the contractor, the additional financial implications on BHEL shall be passed on to the contractor.
- XIII. Contractors to provide the applicable HSN/SAC codes as called for in the enquiry.
- XIV. As per provisions of section 171 of the CGST ACT 2017, bidders to pass on the anti - profiteering benefits accruing to them under GST regime to BHEL.

SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK

19. Structural steel wastage /scrap shall be permissible upto 2% of total quantity of issued quantity. The wastage /scrap steel must be return by contract for reconciliation of steel. Wastage scrap beyond 2% will deducted @ Rs.66 per kg.
20. The works have to be carried out as per CPWD specifications 2016 (or latest), Wherever CPWD specifications are silent, and the work shall carry out as per BIS specifications. In case of defective BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified at contractor's cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.
21. For all natural minerals used in the work and supplied by the contractor like sand, aggregate, bricks, etc **royalty certificate (MM-11)** must be submitted along with bills. If royalty certificate is not submitted the cost of royalty shall be deducted from contractors bill as per prevailing Govt. order including penalty as applicable,

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

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COMPENSATION FOR DELAY (L D CLAUSE)

If the contractor fails to maintain the required progress as per contract or to complete the work on or before the contract. Or extended date – period of completion, he shall, without prejudice to any other right or remedy of the company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in contract or that the work remains incomplete.

This will also apply to items and groups of items for which separate period of completion has been specified.

Completion period (as originally stipulated)

- Not exceeding 6 months. @ 1 percent per week
- Exceeding 6 months and not exceeding 2 years @ 1/2 percent per week
- Exceeding 2 years @ 1/4 percent per week

Provided always that the total amount of compensation for delay to be paid under the condition shall not exceed the under-noted percentage of the contract value or of the contract value of the item or group of item of work for which a separate period of completion is given.

Completion period (as originally stipulated)

- Not exceeding 6 months. @ 10 percent
- Exceeding 6 months and not exceeding 2 years @ 7 ½ percent
- Exceeding 2 years @ 5 percent

The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company/ corporation.

Provision of Bonus:- Early completion of work is acceptable by BHEL. However no reward/bonus on any early closure shall be admissible.

Over Run Compensation (ORC):- Not applicable .

Price Variation Compensation (PVC) :- Not applicable.

SCHEDULE " D "

LEAD STATE MENT

S NO	Name of Material	Name of source	Lead particulars
1	Nil	-	-

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



RETURN OF SECURITY DEPOSIT

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor along with payment of final bill. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Additionally, the contractor is required to submit documentary proof of payment of all dues including PF, ESI contribution of workers employed for the work and deposit receipts of GST, prior to release of Security Deposit.

The remaining half of the security deposit shall be retained upto the completion of defect liability period plus additional three months claim period.

Standard Format Self Declaration

1. Has never been black listed/banned/delisted on the date of tender.
2. Has never been listed/under hold from BHEL Jhansi or banned by any unit/Region/office of BHEL.
3. Has never been found guilty by a court of law in india for any offence in involving fraud, dishonesty and moral turpitude.
4. Undertakes to abide by all statutory and regulatory requirements while carrying out work at BHEL Jhansi.

Signature of the Authorized Signatory

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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SCHEDULE "E"

Reference to general condition of contract

Condition No.		
3(b)	Accepting Authority	Sr. MGR (FCX)
3 (i)	Market Rate percentage addition to cover overheads and profit.	NA
9	Earnest money	Rs. 9943/-
10(vi)A (b)	Permissible deviation limit for an individual trade item (Applicable to Lump sum Contracts only)	NA
10(vii)A (c)	Permissible deviation limit for items of work not already included in the contract.	NA
11 (vii)B (a)	Permissible deviation limit for an individual trade item.	Upto any extent as per site requirement
12	Suspension of work	
12 (b) (ii)	Percentage payable to cover Contractors indirect expenses for suspension exceeding thirty days and not exceeding 3 months.	NA
(C)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months.	NA
13	Time allowed for execution of work	Twelve Month
13 (h)	Authority competent to decide if "any other cause ' of delay is beyond Contractor's Control.	GM
32	Authority competent to reduce compensation amount	Head of Unit
33	Defects liability period.	Nil
57	Authority for appointing arbitrator	Unit Head

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER DOCUMENT

DATE:- 26/05/2018

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Annexure "I" गेट पास आवेदन प्रपत्र

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म0 आदि के उपयोग हेतु)

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश /वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नामजन्म तिथि/आयु.....

पिता का नाम पहचान चिन्ह

स्थायी पतावर्तमान पता.....

शैक्षिक योग्यतातकनीकी योग्यता

आधार कार्ड संख्या..... मोबाइल नं.

भविष्य निधि खाता संख्याकर्मचारी रा.बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक /शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

संविदा श्रमिक
का हस्ताक्षर
युक्त फोटो
(ठेकेदार द्वारा
सत्यापित)

आवंटित गेट पास सं0..... दिनांकहस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष – मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

के0ओ0सु0ब0 द्वारा भरने के लिए

पासों के विचाराधीन रहने तकसे.....तक श्री

नियोजकको कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्याजारी होने की तिथि से दिनांकतक ही वैध होगी तथा प्रत्येक माह / तीन दिन के पश्चात 25 तारीख को के0 औ0 सु0 बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के0 औ0 सु0 ब0 इकाई

बी0 एच0 ई0 एल0 जॉसी (उ0 प्र0)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

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DATE:- 26/05/2018

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Annexure "II"

FORM XIV

(See Rule 76)

Employment Card

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

Employer

1- Name of the workmen :.....

2- Serial no. In the register of
Workmen employed

3. Nature of employment / designation

4. Wage rate with particulars of unit
In case of Piece – work.

5. Wage Period

6. Tenure of employment

Remark

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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DATE:- 26/05/2018

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Annexure "III"

FORM XIII

(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

S.No.	Name and surname of workman	Age and sex	Father's Husband's Name	Nature of employment / designation	Permanent home address of workmen (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature of thump impression of workmen	Date of termination of employment	Reasons for termination	Remark
1	2	3	4	5	6	7	8	9	10	11	12

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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Annexure "IV"

FORM XVII

[See rule 78(1) a (i)]

Register of Wages

Name and Address of Contractor ----- Name and address of Establishment in / under
----- which contract is carried on -----

Nature and location of works -----
----- Name and address of Principal Employer -----

Wage period: Monthly -----

Sl. No.	Name of workman	Serial No. in the register of workman	Designation/nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Amount of wages earned

Daily – rate of wages/piece rate	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	Total
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature /Thumb impression of workman	Initial of contractor or his representative
1	2	3	4

SIGNATURE OF THE CONTRACTOR

Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on ---(date) ---

(Executive Incharge)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



PROFORMA OF BANK GUARANTEE (in lieu of security Deposit)

In Consideration of the **Bharat Heavy Electricals Limited** ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the companies Act, 1956 and having its registered office at ----- through its Unit at ---- (name of the unit) having agreed to exempt (Name of the Vendor/ Contractor/ Supplier) having its registered office at ----- ²(hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the contract reference No. ----- dates --- ----- ³ Valued at Rs. ----- (Rupees -----) ⁴ (hereinafter called the said contract) of security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said contract, on production of a Bank Guarantee for Rs. ----- ⁵ (Rupees ----- only) we -----(indicate the name and address of the Bank) having its head office at ----- (address of the head office) (hereinafter referred to as the Bank) at the request of -----[Contractor (s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. ----- in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said contract.

We, ---- (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, Our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till ----- ⁶ office /Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim

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under this guarantee is made on us in writing on or before the -----⁷ we shall be discharged from all the liability under this guarantee thereafter.

We, (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, -----Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Not with standing, anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed -----⁸
- b) This Guarantee shall be valid up to -----⁹
- c) Unless the Bank is served a written claim or demand on or before -----¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date ----- Day of -----

For (indicate the name of the Bank)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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(Signature Of Authorized signatory)

This date to be indicated should not be earlier than 60 days after the dates contemplated under the contract.

1. NAME AND ADDRESS OF THE EMPLOYER. I.E Bharat heavy Electricals limited
2. NAME AND ADDRESS OF THE VENDOR/CONTRACTOR/SUPPLIER.
3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERECE
4. CONTRACT VALUE
5. BG AMOUNT IN FIGURES AND WORDS
6. VALIDITY DATE
7. DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Unites are advised that expiry of claim period may be kept 2/3 months after validity date.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon at the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/ Supplier/ Bank issuing the Guarantee.
3. In line with the GCC, SCC or contractual terms, unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public sector/ private Sector/ Foreign banks (BG issued by Branches in india) can be accepted subject to the condition that the bank Guarantee should be enforceable in the town/city or at nearest branch where the unit is located i.e. demand can be presented at the Branch located in the town/city or at nearest branch where the unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the vendor country's Bank)
 - B1. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian bank (BHEL 's Consortium bank). It is advisable that all charges for issuance of Bank Guarantee/ Counter- guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - B2. In case, Foreign vendors intend to provide BG from Overseas Branch of our Consortium bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. however, the procedure at sl. No. B1 will required to be followed.
 - B3. The BG issued may preferably be subject to uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



MEASUREMENT OF WORK AND PAYMENTS THEREOF.

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. The tentative bill of quantity for the work as per price bid (Annexure – K)
- 3) Payments will be made to the contractor on the basis of quantity carried out as actual. The amount payable for each item shall be obtained by multiplying the actual quantity carried out by the contract rates for the item. All deductions like Income Tax, Water charges, electricity charges etc shall be made from the Gross Bill amount to arrive at the net amount payable. GST shall be paid extra as applicable.
- 4) All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
- 5) Measurement Book shall be maintained for the work carried out by the contractor & the same shall be verified by BHEL official, nominated for the same.



**PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----
(A) Essential Documents Required**

1. Name of the firm : -----

(Documents as per clause 11 of annexure C to be attached)

2. Name of the Proprietor/Partners: _____

3. Address and Contact Numbers: _____

4. ESI Code Number: _____

Copy of the ESI Certificate Enclosed / Not Enclosed

5. PAN Number: _____

6. GST Number (PAN Based) : _____

7. Audited financial statement/CA Certificate as per tender :

Enclosed / Not Enclosed

8.. Experience Certificate: Enclosed / Not Enclosed

(Along with necessary enclosures as per tender to be submitted)

9. No. of Workers including Supervisors on the rolls of the firm: _____

10. Earnest Money Deposit: Rs. _____

a) Receipt No. /NEFT & Date: _____

11. Any other relevant information: _____

12. Tender Cost: Rs. _____

Receipt No. /NEFT & Date: _____

13. Validity of offer: _____

(At least 90 days from the date of tender Opening.)

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

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14. Blank Price bid format: Enclosed/Not Enclosed

15. PF registration certificate (if exempted submit exemption proof)

PF registration code: _____

Attach Copy of the PF registration

(B) Desirable:

1. Income Tax return last 3 yrs.: Enclosed / Not Enclosed

2. Acceptance of RA: Accepted/Not accepted

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name

& Office Seal

Date:

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

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NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

Annexure "J"

BLANK PRICE BID

S. NO	DESCREPTION	UNIT	QTY	Rate	Amount
1	Fabrication of steel structure from basic sections like angles, channels, plates, wire mesh etc. All consumable materials will be provided by BHEL free of cost except welding machine, which will be issued on chargeable basis. (Contractor can bring their own welding machine)	Kg	20000	8.58	163800.00
2	Modification/alternation of existing structures like columns, trusses, purlins girders etc. Payment to be made by measuring total weight of final structure produced on ground. (All consumable materials will be provided by BHEL free of cost except welding machine which will be issued on chargeable basis. (Contractor can bring their own welding machine)	Kg	10000	6.59	56700.00
3	Fabrication of steel structure at height including jacketing /strengthening /taking out brackets. All works to be done with structure in actual erected condition. All consumable materials will be provided by BHEL free of cost except welding machine which will be issued on chargeable basis. (Contractor can bring their own welding machine)	Kg	11500	8.80	84000.00
4	Erection of steel structure including primer & painting two coats of approved colour paint. All Consumable materials will be provided by BHEL free of cost.	Kg	30000	5.28	146160.00
	Total 'A'			Rs.	497100.00
	-----% Above / Below quoted by contractor 'B'			Rs.	
	Grand Total 'C' = (A ± B)			Rs.	
IN WORDS					

GST extra as applicable

Contractor should not offer rates in blank price bid

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

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Annexure "K"

PRICE BID

S.NO	DESCRIPTION	UNIT	QTY	Rate	Amount
1	Fabrication of steel structure from basic sections like angles, channels, plates, wire mesh etc. All consumable materials will be provided by BHEL free of cost except welding machine, which will be issued on chargeable basis. (Contractor can bring their own welding machine)	Kg	20000	8.58	163800.00
2	Modification/alternation of existing structures like columns, trusses, purlins girders etc. Payment to be made by measuring total weight of final structure produced on ground. (All consumable materials will be provided by BHEL free of cost except welding machine which will be issued on chargeable basis. (Contractor can bring their own welding machine)	Kg	10000	6.59	56700.00
3	Fabrication of steel structure at height including jacketing /strengthening /taking out brackets. All works to be done with structure in actual erected condition. All consumable materials will be provided by BHEL free of cost except welding machine which will be issued on chargeable basis. (Contractor can bring their own welding machine)	Kg	11500	8.80	84000.00
4	Erection of steel structure including primer & painting two coats of approved colour paint. All Consumable materials will be provided by BHEL free of cost.	Kg	30000	5.28	146160.00
	Total 'A'			Rs.	497100.00
	-----% Above / Below quoted by contractor 'B'			Rs.	
	Grand Total 'C' = (A ± B)			Rs.	
IN WORDS					

GST extra as applicable

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority



Annexure 'L'

GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID".

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES ARE TO BE FOLLOWED:-

- (a) IN THE PRICE STRUCTURE QUOTED FOR SERVICE CONTRACT, IF THERE IS DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE (WHICH IS OBTAINED BY MULTIPLYING THE UNIT PRICE BY THE QUANTITY), THE UNIT PRICE SHALL PREVAIL AND THE TOTAL PRICE CORRECTED ACCORDINGLY, UNLESS IN THE OPINION OF THE TENDERER THERE IS AN OBVIOUS MISPLACEMENT OF THE DECIMAL POINT IN THE UNIT PRICE, IN WHICH CASE THE TOTAL PRICE AS QUOTED SHALL BE GOVERN AND THE UNIT PRICE CORRECTED ACCORDINGLY.
- (b) IF THERE IS AN ERROR IN A TOTAL CORRESPONDING TO THE ADDITION OR SUBTRACTION OF SUBTOTALS, THE SUBTOTALS SHALL PREVAIL AND THE TOTAL SHALL BE CORRECTED.
- (c) IF THERE IS A DISCREPANCY BETWEEN WORDS AND FIGURES, THE AMOUNT IN WORDS SHALL PREVAIL, UNLESS THE AMOUNT EXPRESSED IN WORDS IS RELATED TO AN ARITHMETIC ERROR, IN WHICH CASE THE AMOUNT IN FIGURES SHALL PREVAIL SUBJECT OF (a) AND (b) ABOVE.
- (d) IF THERE IS SUCH DISCREPANCY IN AN OFFER, THE SAME SHALL BE CONVEYED TO THE BIDDER WITH TARGET DATE UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, ALL THE L 1 BIDDERS WILL BE ASKED TO SUBMIT REVISED OFFERS AND THEN THE LOWEST OF THESE REVISED OFFERS WILL BE TREATED AS L1. HOWEVER IF AGAIN MORE THAN ONE BIDDER IS L1 THEN THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.