

**BHARAT HEAVY ELECTRICALS LTD.**  
**CENTRAL PLANT STORES**  
**CFFP HARDWAR**

**Tender for “Cartage of Material in CSX”**

Name of the Contractor/Firm :  
Tender Notice No. : **FF/18-19/19-20/CSX/RV/WC-01** dt. 31.5.18  
Estimated value of contract : Rs.60.08 Lacs (approx.).  
Last date for receipt of Tender : 30.6.18 UP TO 1.30 PM  
Time & date for opening of Tender : 30.6.18 AT 2.00 PM  
Amount of Earnest Money : Rs. 120169/- (2% of estimated value)

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited by cash deposit as permissible under the extant of income tax act/Electronic fund transfer credited in CFFP/BHEL account/Banker's cheque/Pay order/demand draft, in the favor of Sr. A/C Officer (Cash) of CFFP/BHEL, Hardwar and Payable at Haridwar. **(Any other mode of Earnest Money payment is not acceptable.)**

Place of opening of Tender : Tender Room (CFFP)  
Period of contract : Two year from the date of placement of work order  
or as specified in work order  
Name of the work : **“Cartage of Material in CSX”**  
Description of work : As per annexure 'A' (Page 02/12)  
Tender Cost : Rs.500/- (Not required for MSME contractors)

1. Name and Address of the Contractor:
2. Status whether Individual / Partnership Firm or Company (for partnership firm Photocopy of the Partnership Deed to be enclosed)
3. Adequate nos labourers shall be deployed by the contractor as desired by BHEL for meeting requirement as per clause 7 & 9 of tender terms & conditions is accepted.
4. Reference of any other contract with BHEL:

**(Signature of Tenderer)**

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ANNEXURE -A

| Item No | Description of work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | *Estimated quantity for two years (A') | Rate to be quoted by contractor excluding GST (B') | Total Value(Rs.) (A * B') |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------|---------------------------|
| 1       | Unloading of material brought in CFFP directly by road transport from trucks, trailer, container, buggy etc. in different receipt area of CFFP. Assisting in checking of condition of packages & measurement of quantities of individual items, as per Challan and stacking. Loading, shifting of material wherever required (no separate charge shall be payable), after acceptance, from receipt area of stores and unloading at concerned custody area of stores. Segregation of rejected and accepted material, restacking and handing over of material to custody section of stores after SRV clearance by inspection agency. Loading of rejected material on trucks, trailer, container, buggy etc. to be taken back by supplier. Measurement of work shall be on the basis of quantum of material unloaded & shifting from receipt to custody wherever required. | 65000 #<br>MT                          |                                                    |                           |
| 2(a)    | Identification, segregation of useable and unusable material measurable by numbers including slow moving & nonmoving inventory, loading, shifting, transportation, rearranging, restacking, relocating to their designated places, maintain cleanliness for implementation of 5-S system in CSX (for unit Nos)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 375000<br>Nos                          |                                                    |                           |
| 2(b)    | Identification, segregation of useable and unusable material measurable by weight including slow moving & nonmoving inventory, loading, shifting, transportation, rearranging, restacking, relocating to their designated places, maintain cleanliness for implementation of 5-S system in CSX (for unit Kgs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 85000<br>Kgs                           |                                                    |                           |
| 3       | Collection of Consignment Note/Delivery Challan of incoming material, identification of material w.r.t Consignment Note/Delivery Challan and handing over to Receipt Section of Stores along with material. Opening of boxes, putting identification mark as per instruction of Storekeeper .Handing over of SRVs to concerned inspection agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7000<br>Nos.<br>C-Notes                |                                                    |                           |
|         | <b>Total Cost</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        |                                                    |                           |
|         | GST shall be reimbursed extra as applicable against submission of valid documents and after verification on GSTN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        |                                                    |                           |

**Note:-**

- Price bids of only Techno-Commercially acceptable offers shall be opened.
  - Cost evaluation shall be done on the basis of total cost to BHEL for all the items(1,2(a),2(b), & 3) taken together as above. Ranking of L-1 shall be done on the total cost to BHEL for all the items taken together.
  - Work for all the items (1, 2(a), 2(b), & 3) shall be executed by one contractor only.
- \* Actual Quantity may vary  
# Estimated material unloading quantity = 65000 MT for two years which shall be basis for measurement of works.

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FROM.....

.....

.....

TO

Engr. (Stores.)

Central Plant Stores,

BHEL – CFFP,

Ranipur, Hardwar - 249403

Subject: **Cartage of Material in CSX” detailed description** (Page 02/12.)

Annexure `A` : Schedule of Bill of Quantity for Tender

I/we here by submit my/our quotations for the above noted work in accordance with the terms & conditions mentioned in the aforesaid documents.

I/we also agree to such duration in the Bill of quantities may be ordered by you or your nominee in accordance with the terms of aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs .....

.....) vide cash deposit as permissible under the extant of income tax act/Electronic fund transfer credited in CFFP/BHEL account/Banker’s cheque/Pay order/demand draft No.....

Dt..... issued by.....in favour of A.O (Cash) CFFP/BHEL and payable at Hardwar towards earnest money to be utilized in accordance with conditions mentioned in the documents enclosed.

I/we also agree to refer all disputes in respect of this Tender or consequent contract to arbitrator to be nominated by Head of the CFFP/ BHEL Hardwar & his sole decision shall be final and binding on us. BHEL’s decision in respect of acceptance/rejection/award of contract in part or full shall be binding on us.

Yours faithfully

Name of the Contractor with  
Signature and full Name

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*(To be submitted along with Prequalification - Technical Bid)*

**CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS**

(Contractor is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

| SL.NO. | PARTICULARS                                                                                                                                              | DETAILS              |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1.     | Name of the Contractor                                                                                                                                   |                      |
| 2.     | Address of contractor                                                                                                                                    |                      |
| 3.     | Postal Address<br>Phone No/Mobile No.<br>Fax No<br>E-mail ID                                                                                             |                      |
| 4.     | Name/Designation & Address of the official of Contractor to whom all the references shall be made                                                        |                      |
| 5.     | Name & Address of Directors/Partners                                                                                                                     |                      |
| 6.     | Validity of offers/rates quoted                                                                                                                          | Valid up to 30.09.18 |
| 7.     | Earnest Money Deposit Details                                                                                                                            |                      |
| 8.     | Details about type of the firm. In case of partnership firm, partnership deed to be submitted                                                            |                      |
| 9.     | Last income tax return submission proof enclosed with PAN no. details                                                                                    | Yes/No               |
| 10.    | Details of GSTN, PF, ESI submitted<br>(The contractor should submit proof of registration in the name of his firm for PF,ESI, GSTN (these are mandatory) | Yes/No               |
| 11.    | Details of experience enclosed.                                                                                                                          | Yes/No               |
| 12.    | Authority letter of persons if documents not signed by authorised person.                                                                                | Yes/No               |

**Note:**

Self attested photo copy of the documents should be submitted by the contractor along with Prequalification-Technical Bid.

All the reference & details should be filled in neatly in the above statement.\

**Tender No**

**Name & Signature of Contractor**  
(With Date & Seal)

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**INSTRUCTIONS AND GUIDE LINES TO TENDERERS**

**1. RECEIPT AND OPENING OF TENDER**

- 1.1 Sealed tender shall have to be deposited in tender box located in tender room of CFFP by bona fide Contractors with sufficient experience of doing such work and fulfilling conditions Specified in Clause (3.0) i.e. Prequalification criteria.
- 1.2 The Tender are to be submitted in two parts:
  - (A) Part –I (Pre-qualification ,Technical& Commercial Bid)  
 Bid with documents fulfilling the pre-qualification criteria as per Clause 3.0 of “Instructions & Guide lines to tenderers of the tender documents” (In Separate Sealed Envelope).
  - (B) Part – II(Price Bid)  
 Bid giving rates along with value as per Bill of Quantity as per annexure `A` (In Separate Sealed Envelop)

The Part–I & II should be submitted in separate sealed envelopes there after both the envelopes should be kept in one envelope duly sealed. All envelopes should be sealed and should be super-scribed with Tender No. & due date. Similarly envelope of Part – I & II should be super-scribed with Tender No. & due date and Pre-qualification & techno-commercial bid/Price bid etc.

**Offers received after the specified time of their ‘Submission’ shall be treated as late tenders and shall not be considered.**

- 1.3 Tender shall be opened in the presence of tenderer, who wish to be present on the occasion.
- 1.4 The Pre-qualification, Technical & Commercial Bids (Part-I) will be opened first, evaluated and only then the price Bids (Part-II) of qualified contractors will be opened (separate intimation will be given for Price Bid opening).
- 1.5 Any discount/revised offer (Price Bid/Part-II) submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I Bid).The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/revised offers given by Part-I bid opening shall not be accepted.

**2. AGREEMENT**

The successful tenderer will have to execute an agreement within 7 days on non-judicial stamp paper with BHEL/CFFP-Hardwar before the start of the work awarded as per contract & accepted terms & conditions.

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**3. PRE-QUALIFICATION CRITERIA**

- a. The Contractor should submit required “Earnest Money” along with the tender.
  - b. In case of partnership firm, the tenderer must furnish partnership deed along with the tender document. In case the tender is being signed by others than the partners, the tender should be accompanied with power of attorney to this effect.
  - c. **PAN** No must be furnished along with tender. Contractor should have submitted valid income tax return for last assessment year. i.e. 2017-18(FY 2016-17)
  - d. The contractor should submit proof of registration in his name or in the name of his firm for **PF, ESI, GST Registration (these are mandatory)**.
  - e. Since costly and valuable material is needed to be handled, contractor should have previous experience of handling of such materials and carrying out such work in last 7 years i.e. after 1.4.2011. They also have to submit Proof of such work experience (completed work). Experience of handling of waste / scrap material will not be considered as valid experience.
  - f. Contractor should have average annual turnover of minimum Rs.20 lacs for last 3 financial years i.e. FY-14-15, 15-16, 16-17 and submit supporting documents.  
In absence of same, offer of tenderer will not be considered and liable to rejected.
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**TERMS & CONDITIONS**

**1. EARNEST MONEY AND SECURITY DEPOSIT**

Rates of EMD shall be as under:

|    |                                                   |                           |
|----|---------------------------------------------------|---------------------------|
| 1) | For works/services with estimates upto Rs.10 Crs. | 2% of the estimated cost. |
|----|---------------------------------------------------|---------------------------|

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited by cash deposit as permissible under the extant Income tax Act (before tender opening)/Electronic Fund Transfer credited in BHEL/CFFP account (before tender opening)/ Bankers Cheque /Pay Order/Demand Draft issued by any National Bank in the favor of Sr. A/C Officer (Cash) of CFFP/BHEL, Hardwar payable at Haridwar, along with offer. **Any other mode of Earnest Money payment is not acceptable.** In case of successful tenderer, the Earnest Money will be converted towards the security deposit in respect of the tender and will be refunded after successful completion of the work.

- A)** EMD by the Tenderer will be forfeited if; i) after opening the tender, the tenderer revokes his tender Within the validity period or increases his earlier quoted rates. (ii) The tenderer does not Submit security deposit and commence the work within 15 days of placement of work order or Commencement date specified in works contract whichever is earlier.

**EMD deposited before NIT date will not be considered as valid.**

**SPECIAL CONDITION FOR MSME: (MSME tenderers are exempted from submission of EMD)**

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

- B)** The Contractor shall deposit 5% of the contract value as total security deposit to BHEL in the form of Pay Order/DD to be issued by Bank acceptable to BHEL. EMD deposited of successful tenderers shall be converted/adjusted in to security deposit. At least 50% of the required total Security Deposit including EMD should be deposited before start of the work and balance 50% can be recovered from the running bills @ 10% of gross bill value progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. This Security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it subject to payment of final bill after deduction on account of company dues and non-deposit of statutory dues, production of No Demand Certificate and fulfillment of Guarantee/Warrantee, if any. (No interest shall be payable on the security deposit.)

- C) Mode of Security deposit:** The balance amount to make up the required security deposit of 5% of the contract value may be accepted in the following forms

- 1) Cash (as permissible under the extant Income Tax Act)
- 2) Local cheque of scheduled banks (subject to realization)/Pay order/Demand Draft/Electronic fund transfer in favor of BHEL.
- 3) Bank guarantee from scheduled banks/public financial institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 4) Fixed deposit receipt issued by Scheduled Banks/Public Financial Institution as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 5) Securities available from Indian Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

The Security deposit should be submitted before start of the work by the contractor & within 15 days of placement of work order. Non submission of security deposit and non-starting of work will lead to EMD for forfeiture

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- D) If the value of work done at any times exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by contractor or recovered from payment/s due to contractor.
- E) The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.
- F) The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/CFFP on account of acts of omissions/ commissions on the part of contractor.
- G) 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 released by the sale of Security or from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid. The contractor shall within ten days make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.

**Work Specific terms & conditions**

1. This contract shall be a fixed rate contract and BHEL shall not entertain any request from contractor for enhancement of contract price on grounds whatsoever.
2. Under no circumstances the contractor will sub-contract the job.
3. The contractor shall clear the site immediately on daily basis after completion of work awarded under this contract.
4. The contractor will not submit any False/Forge/illegal document with their offer, if found at any stage, suitable action will be taken by CFFP/BHEL including termination of contract.
5. **All material handling equipments like Forklifter, mobile crane, EOT crane, all types of cranes and trucks etc. for shifting, tools & tackles like slings etc. shall be provided by BHEL as & when required. Operation of cranes for unloading/loading/shifting from receipt to custody (if required) of material and performing of other material handling activities are within the scope of contract and shall be done by the contractor.**
6. Up keeping and maintenance of all tools & tackles issued to contractor/used by contractor shall be the responsibility of the contractor. Any loss or damage of the same shall be recovered from the contractor.
7. Contractor shall ensure that **adequate no.** of labourers are deployed for execution of the work awarded to him from time to time ensuring **uninterrupted working in both 'A & B' shift** as per BHEL requirement. They may have to work on Sundays or holidays as well if required. However adequate no. labourers should be deployed on daily basis so as to meet **work completion required as per clause no.45** terms & conditions of work contract and also as per instruction of BHEL officer time to time.
8. Contractor shall not deploy a labourers less than 18 years of age on the premises of BHEL or otherwise in execution of his work. Contractor to ensure that they deploy contract labourers of age up to 65 years only. Contractor to ensure that the labourer deployed in the premises of BHEL are physically and mentally fit and contractor should ensure that all the labourer are having police verification and are member of the PF/ESI scheme. Such laborer should possess requisite skill & expertise for carrying out work as defined in scope of work of contract. **Operator of crane shall be treated as SW (Skilled worker), labourers for unloading/ loading/ shifting from receipt to custody (if required) shall be treated as USW (unskilled worker) and labourer for identification and handing over of material vis-à-vis Consignment Note/Delivery Challan shall be treated as SSW (Semi Skilled). (Crane operations and rigging related activities is to be performed by a person who have adequate experience in the respective work.)**
9. For security reasons entry of contractor's labourers into the plant premises shall be regulated **through biometric card**. In special exceptional circumstances permission for a limited period may be granted for entry without biometric card at the discretion of CFFP/BHEL.
10. Contractor will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his workmen or any damage of material during unloading/ loading/shifting from receipt to custody if required. **In case any material is damaged during unloading/ loading/ shifting from receipt to custody (if required) or due to mishandling etc, value for the same will be recovered from contractor bills/ security deposit.**

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11. The Contractor shall maintain regular contact with the contract executing officers of BHEL and will interact on matters relating to the work awarded under this contract, and deploy adequate equipment and man power as per their instructions. The contract will commence from date specified in the work order and shall remain valid for a period of **two year(s)**. BHEL and contractor by mutual agreement may extend the contract/placement of repeat order as per original terms & condition.
12. In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately
13. Payment terms; - Within 30 days of submission of clear bills duly verified with all supporting documents
14. Contractor and or his **authorised supervisor** should be **available at all time (in both A' & 'B' Shift) to supervise** the work allotted to him.
15. BHEL shall have the privities of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL has nothing to do or concerned with the employment of labourer 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 an employer – employee relationship.
16. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory/deficient BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three working days' time, failing which, BHEL reserves the right to terminate the contract without any further reference. In such an event, no damages will be payable for short closure of the contract. BHEL shall have the right for risk purchase and forfeit of security deposit
17. In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.
18. As a general rule, no advance shall be payable to contractor.

**Safety & Security related Terms & conditions**

19. Contractor should ensure proper safety of all workmen, his equipments, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
20. **The Contractor shall provide and ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure to provide all safety precautions for prevention of accident of his workmen.**
21. In case of any accident, it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.
22. Any injury to the staff/labour of the contractor caused due to work being done by the contractor will be the sole responsibility of the contractor.
23. The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.

**Towards Statutory Liability(General Terms & Conditions)**

24. The contractor shall give the payment to labourer at the rate **notified** for **skilled ,Semi-skilled& un skilled** by **BHEL (not state Govt. notified rates)** from time to time every month. They shall deposit PF and ESI as per BHEL rule in the name of labourer engaged on monthly basis.

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25. Contract Labourer shall be paid wages as prescribed by the BHEL HR from time to time (not state Govt. declared rates). For information, current basic minimum wage rate are **Unskilled Worker: Rs. 441.04 per day, Semi-Skilled worker : Rs. 491.96 per day, Skilled worker: Rs.539 per day.**
26. Contractor shall ensure payment of wages to the labourer through bank latest by 7<sup>th</sup> of next month & maintain proper for their timely disbursement (records should be preserved for a period of 5 years & produce the same on demand before BHEL/Statuary authorities). PF & ESI deposit statement is to be got verified by BHEL officers before actual deposit. Copy of PF and ESI deposit slip/challan to be submitted to BHEL by 7<sup>th</sup> of next month for record. Contractor's bills will be verified and forwarded for payment only after that. **Before submission of bills every month, proof of having deposited GST last month will have to be submitted. Also declaration as per 'Annexure – B' (format enclosed) shall have to be submitted along with every bill/invoices**
27. All payment regarding Bonus, leave etc. as per various acts. at BHEL **notified rates are to be made through bank.**
28. Contractor to maintain appropriate records under labour laws of his workmen.
29. Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his workmen.
30. All statutory requirements under Minimum Wages Act, 1948, Payment of wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act, 1948, The Contract Labour (R & A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, GST Act 2017, and all other applicable Acts shall be complied with by the Contractor. Contractor shall comply with all statutory requirements, rules & regulations, and notifications in relation to employment of his workmen issued from time by the concerned authorities.
31. Contractor to provide PF Pass book to his workmen and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
32. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each workmen.
33. Contractor shall produce proof of deduction as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
34. Contractor shall furnish proper returns to the concerned statutory authorities and shall provide a copy of the same to BHEL.
35. Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
36. This Payment is to attract statutory payment/ PF, ESIC, BONUS & Leave etc.
37. Payment to Contract Labour shall be preferably by **e-payment** by the respective contractor
38. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his workmen.
39. In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
40. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statues or any civil or criminal law in connection with workmen deployed by him.
41. In case a contractor employs women, he will discharge his obligation under law in respect of such women workers like prohibition of engaging them during night- hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
42. Contractor to obtain license under CL(R&S) Act, 1970.
43. Communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or any other address subsequently intimated by him in writing for the purpose.

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44. In case of failure any terms & condition of work order, BHEL reserves the right to cancel /short close the contract without any financial liability. Decision of head (Stores) shall be final and binding on the contractor in this regard of contract. Security deposit shall be liable to be forfeited and BHEL can resort to risk purchase too.
45. **Work completion time & LD Clause:** Material shall be unloaded within 3(three) working days of receipt date (receipt date is gate entry date marked by CISF). Material shall be shifted from receipt to custody (wherever required) after passing by inspection agency (SRV acceptance date) within 3 working days. Date of CISF gate entry will be considered as date of receipt of material. Date of receiving given by concerned Storekeeper after successful unloading of material will be considered as date of unloading.  
 Completions of work shall be strictly as per time limit specified as above. In case of failure to complete the work within the scheduled time, the contractor will be liable to pay LD@1 %( one percent) of the value of works in arrears (i.e. Value of work as per contract) per week or part there of subject to maximum of 10% of the contract value.
46. Notwithstanding anything contained in this Agreement, the contract may be terminated/short closed by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor without any financial implication either side in case of no default by contractor.
47. In case the contractor makes delays in submitting security deposit and commencing the work within **15 days from placement of work order, EMD will be forfeited.** In case the contractor fails to Comply with any of the terms and conditions of the contract in spite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole, security deposit will be forfeited. In the event of cancellation / termination, the contractor shall be liable to compensate BHEL for all losses incurred by BHEL, including the loss suffered on account of having the work executed through any other contractor or department as may be Convenient to BHEL in accordance with the exigencies of the work. In case only a Part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.
48. The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on the Contractor.
49. 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 the provisions of Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitration to any arbitrator to be appointed by the head of CFFP/BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Haridwar (U.K.) in India. The Award to be given by the Arbitration shall be a speaking award. The questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Haridwar Courts.

**Note: - The tenderer should give the confirmation of the acceptance of each clause mentioned in the tender document, by signing each page of tender. Tender will be rejected in case of non -acceptance of any clause by the tenderer.**

Signature

Signature

For and on behalf of firm/Contract

For and on behalf of BHEL Hardwar

Name of the firm/ Contractor:

Name:

Designation

**Annexure - B****Certificate of Goods and Service to be furnished by Supplier with each bill / invoice**

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

| <b>Sl.No</b> | <b>PO No / Work Order</b> | <b>Invoice No</b> | <b>Invoice date</b> | <b>GST Amount</b> |
|--------------|---------------------------|-------------------|---------------------|-------------------|
|              |                           |                   |                     |                   |

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory  
GST No:

