

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WORKS ENGINEERING & CENTRAL SERVICES
ELECTRONICS MAINTENANCE

WE&CS/EMX/2021/Enq./13

Dated: 18.09.2020

Sub: AMC OF 30 MT AND 60 MT ELECTRONIC WEIGH BRIDGE OF CRX FOR A PERIOD OF TWO YEAR

Dear Sir,

Sealed tender subscribing name of work, tender notice no, due date is invited by the undersigned for the execution of the following work.

Description of work	Due Date	Contract period
AMC OF 30 MT AND 60 MT ELECTRONIC WEIGH BRIDGE OF CRX FOR A PERIOD OF TWO YEAR	05.10.2020	Two Year

The offer shall reach in the Tender Box, Ground Floor, Administrative Building, BHEL Bhopal, P.O. - Piplani -462022, M.P. up to 11.00 AM on or before the due date and shall be opened on the same day at 2.00 PM. The tender cost is nil and the same is downloaded from website.

The tender will only be accepted in two part bid system (Part-1 Comprising of Technical offer along with Commercial Terms & conditions, Part-2 consisting of Price bid). The two parts shall be put in different sealed envelopes and marked "Techno-commercial Bid" and "Price Bid" respectively and then these shall be placed inside an envelope and "Tender Number" and "Due date" shall be mentioned on it clearly.

() DESCRIPTION:

1.1 Location: Material gate no 9: 60 Ton, 18 X 3.5 mtr fully electronic weighbridge with jumbo display.
Load cell (6 Nos) Digital type, Model : ---- JW 1000 E
Digitizer Model : Jyoti make 2000JW

1.2 Location Scrap yard ,30 Ton, 7.5 m X 3 m Fully electronic weighbridge with jumbo display.
Load cell (4 Nos) Digital type, Model : ---- JEI 6611
Digitizer Model : ---- Jyoti make JW-2000E

1) **SCOPE OF WORK:** The party shall undertake to carry out the following services with respect to the subject system/equipment.

1.1) **Preventive maintenance:** Planned maintenance is to be performed quarterly for a period of two year and carried out at predetermined intervals to ensure safe operation, reduce the probability of failure and ensure optimal performance. On the scheduled visit the machine shall be thoroughly examined ,repaired and serviced, the effect of wear and tear will be rectified and they will be adjusted and tested for accuracy.

1.2) **Breakdown Maintenance:** Corrective maintenance is to be carried out if any failure has occurred and has been reported to contracted party. The system is to be restored to working state to the satisfaction of BHEL. The spares are to be procured and

provided by BHEL. Online/offline support to be provided for software problem. Upgradation version of software if any to be supplied at free of cost

- 1.3) **Stamping:** Whenever the weighbridge comes under the control of the weights and measures authorities, the party would attend upon the same and ensure the stamping for BHEL. Every year one stamping will be in the party's scope and if extra stamping is carried out during the same year, the cost for the same shall be borne by BHEL. The Government stamping fees shall be borne by BHEL. Stamping shall be carried out twice during the contract period.. Unskilled labour and standard weight shall be provided by BHEL
- 2) **CONTRACT PERIOD:** The contracted party will have to provide maintenance services for a period of two year from the date of issue of work order and accepted by vendor.
- 3) **TERMS OF PAYMENT:** The payment shall be made as under:
 - 3.1) Payment shall be made on six monthly bases. Each payment shall amount to 25 % of the contract value along-with taxes & duties extra as applicable, after satisfactory completion of work as per the scope envisaged in the contract for that period.
 - 3.2) The payment shall be subject to deduction of income tax at source as per the applicable rules of Department of Income tax.
 - 3.3) The payment shall be made as per BHEL norms.
- 4) **EMD AND SECURITY DEPOSIT:** The EMD of Rs 3960 is to be submitted. Security Deposit @ 5% of the contract value shall be paid by the contracted party. This shall be deposited by the party in advance through online mode only. (procedure attached) Electronic Fund Transfer credited in BHEL account (before tender opening), which can be deposited online through link <https://www.bhelbpl.co.in/qcins/iccs.htm> Tenders not submitted with earnest money are liable to be rejected. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. EMD of successful tenderer will be retained as part of Security Deposit. EMD shall not carry any interest.
- 5) **QUALIFICATION CRITERION**

The vender should be the OEM of the Weighing Bridge or the authorised representative of the OEM. In care of authorised representative, the letter from the OEM should be furnished along with the offer.

PO/WO along with performance/completion certificate for the AMC should be supplied along with the offer.

Experience of having successfully running/completed one no AMC of at least 30 T during last 7 year ending Mar 2020, should be either of the following:

- (a) One similar running/completed works in each of the contract value 1.56 lakhs or more
- Or
- (b) Two similar running/completed works in each of the contract value 1.17 lakhs or more.
- Or
- (c) Three similar running/completed works in each of the contract value 0.98 lakhs or more.
- 6) **STATUTORY REQUIREMENTS:** In the event of award of contract, you will have to observe/perform all the laws/enactment of Central/State Government being in force for such type of work/services during the contract period. Details like your P.F. Account No., ESI Reg. No., Income tax PAN No allotted by the concerned authority, Documents regarding your GST Registration (Self attested) etc. are all to be furnished in your quotation. Documents for the company registration (Gumasta , NSIC etc)
- 7) **COMPENSATION FOR DELAY:** If the service representative is not deployed within 1 day from the receipt of the complaint/service request(through e mail) , penalty at the rate of ½ percent of the contract value per week up to a maximum of 10% of the contract value shall be deducted
- 8) Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.
- 9) Quotations must be valid for at least 60 days.
- 10) All the documents being sent herewith should be returned back to us duly signed on each paper along-with your offer.
- 11) The Contractor will have to sign a contract agreement on stamp paper of Rs.500/- and all the contents of work order will have to be reproduced in it, within a week from issue of work order.

Thanks & Regards,

For B.H.E.L. Bhopal

Vivek Singh Yadav
Tel:0755-2505609
E-mail: viveksyadav@bhel.in

WORKS ENGGG AND CENTRAL SERVICES DEPT
EMX DIVISION
Price Bid

NIT: - WE&CS/EMX/2021/ENQ/13

Date: - _____

AMC OF 30 MT AND 60 MT ELECTRONIC WEIGH BRIDGE OF CRX FOR A PERIOD OF TWO YEAR

1. Nature of Work: -

To accomplish all the activities mentioned in the NIT single price by contractor is as follows:-

Sl No	Description of boxes	Amount (Excluding Tax)
1	AMC OF 30 MT AND 60 MT ELECTRONIC WEIGH BRIDGE OF CRX FOR A PERIOD OF TWO YEAR	

Total in words: - Rupees
(Tax Extra as applicable)

Notes:-

1. Strictly avoid over writing, cutting or unclear writing.
2. This rate will be taken up as final rate including of PF, ESI, **but Excluding tax.**
3. **The bidder shall follow BHEL Terms and Condition.**
4. The tax shall be paid extra, as per the Govt. rules, as applicable.

Signature of contractor
With full name, stamp & date

Enq No – WE&CS/EMX/2021/ENQ/13
Checklist for the Tenderer

S1 No		
1	NIT (signed on all pages)	Yes/No
2	Price Bid (Signed)	Yes/No
3	Instruction to contractor	Yes/No
4	Company/Firm Registration documents	
5	PAN Card of the Firm/Company(with copy)	
6	ESI No and Supporting Document (If not submitted then declaration as per annexure -2 to be submitted)	
7	EPF No and supporting Document(If not submitted then declaration as per annexure -2 to be submitted)	
8	GST No (self-attested copy) and GST compliance as per Annexure 3	
9	Declaration of the tenderer	Yes/No

Seal and Sigh of the Contractor/Firm

Enq No – WE&CS/EMX/2021/ENQ/13

Declaration of the official of the tenderer to whom all the references shall be made

Name of Official :-

Experience :-

Contact No :-

Email ID :-

ID No:-
(along with photo copy of ID)

I, hereby, declare that the above information is true to the best of my knowledge.

Annexure -2

Salary Declaration

(To be submitted if ESI and PF Certificate is not submitted)

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This is to certify that the person deployed for the work in the above mentioned enquiry are technicians / engineers and have salary more than 21,000 per month.

Seal and sign of contractor

ANNEXURE -3

Enq No- WE&CS/EMX/2021/ENQ/13

1. Bidder has to give his undertaking that GST portion of the invoice shall be released only upon:-
 - 1.1 All invoices raised by contractor/Vendor must be GST Compliant Tax invoices as per GST invoice rules.
 - 1.2 Contractor declaring such invoice in his GSTR-1 and
 - 1.3 Receipt of goods/service and Tax Invoice by BHEL and
 - 1.4 Confirmation of payment of GST thereon by contractor on GSTN portal.
 - 1.5 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to contractor for GST portion will be released only after compliance of above activity and on availment of ITC by BHEL.

2. Bidder has to ensure and give an undertaking that in case tax credit is delayed/ denied to BHEL due to non/delayed receipt of service/goods and /or tax invoice or expiry of the timeline prescribed in tax laws for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.
3. Bidder has to give an undertaking that in case he delays in declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from them along with interest levied/ leviable from BHEL. Hence payment of GST portion along with interest portion will be payable only after the last date/chance for availing ITC.
4. Contractor has to submit monthly reconciliation statement to ensure minimum mismatches and avoid delay in availment of ITC by BHEL.
5. **Reverse Charge under GST**
 - 5.1 In respect of goods, reverse charge liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.
 - 5.2 In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.
 - 5.3 Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Anti Profiteering

6. Bidder has to give an undertaking that any reduction in the rate of GST and/or benefits of ITC under the provision of GST. Law shall be passed on to BHEL by way to commensurate reduction in price of goods/services.

This may be due to

- Any reduction in the rate of GST or the benefits of ITC accrue to vendor/contractor.
- Availability of ITC for interstate supplies under GST which are not available in existing law (like CST) or ITC reversal under the existing law for stock transfer or on account of common credit etc.
- Any element of taxes like Excise, service Tax, VAT, CST, Entry Tax etc embedded into price of goods or service under contract/work order/PO placed under the existing law.
- The above shall be taken into account for working out the benefits to be passed on to BHEL.
- A self-certified detailed declaration on anti profiteering shall be submitted by bidder along with invoice in the prescribed format.

7. Penalty /LD shall be charged as per the NIT condition, GST applicable on the same shall be charged extra.
8. GSTN, SAC and rate of tax may be confirmed.

**GENERAL TERMS AND CONDITIONS****1. DEFINITIONS**

- a) “Company” shall mean Bharat Heavy Electrical Limited Bhopal, a company incorporated under the companies Act’ 1956, and having its registered office at BHEL House, Siri Fort, New Delhi – 110045 here in after referred to as BHEL and includes a duly authorized representative of the company or any other person empowered in this behalf by the company to discharge all or any of its functions.
- b) “Accepting Authority” shall mean the Head of the WE&CS – Mechanical Section or any other person authorized by him.
- c) “Contract” shall mean the notice inviting Tender and acceptance thereof & formal agreement if any, executed between Bharat Heavy Electricals Ltd. Bhopal & contractor together with documents referred to therein including these conditions, & any special conditions, specifications, designs, drawings etc. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- d) “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work & shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.
- e) “Contract sum” shall mean the lump sum for which the tender is accepted in the case of lump sum contract and in the case of item rate the total cost of the works arrived after extension of quantities shown in schedule of quantities by the item rates quoted by the tenderer for various item.
- f) “Day” shall mean a day of 24 hours from midnight to mid night, irrespective of the number of hours worked in that day.
- g) A week shall mean seven days without regard to the number of hours worked in any day in the week.
- h) “Work” shall mean work to be executed in accordance with contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted Work or temporary & urgent work as required for performance of contract.
- i) “Engineer-in-Charge” shall mean the Engineering officer appointed by the Accepting Authority, who shall direct, supervise & be in-charge of work for purpose of contract.

2. CONTRACT DOCUMENTS

The contractor shall be furnished free of charge, two Certified true copies of the contract documents. He shall keep one copy of this document on the site in good order, and the same shall as all, reasonable times, be available or inspection and use by the Engineer-in-charge, his representatives or by other Inspecting Officers.

- a) None of the documents shall be used by contractor for any purpose other than that of this contract.

Sign and Seal of Contractor

**Works Engineering & Central Services****ANNEXURE:D**

- b) The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

3. WORK TO BE CARRIED OUT

The detail scope of work (annexure-I) is provided with contract document. Scope to provide tools and tackles required to carry out work will be as per scope of work.

4. INSPECTION OF WORK BEFORE SUBMISSION OF TENDER

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

5. SUFFICIENCY OF THE TENDERERS

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

6. DISCREPANCIES AND ADJUSTMENT OF ERRORS

The several documents forming the contract are to be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any document forming part of contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These and according to drawings & specification or from any of his obligation under the contract.

7. EARNEST MONEY DEPOSIT

- a) Earnest Money is to be paid by each Tenderer. The rate of earnest Money deposit shall be as per mentioned in NIT.
- b) Mode of Deposit :
- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - ii) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - iii) Banker's cheque / Pay Order / Demand Draft, in favour of BHEL (along with offer).
 - iv) Fixed Deposit Receipt (FDR) issued by Schedule Banks / Public Financial Institutions as defined in the companies Act (FDR should be in the name of the contractor, a/c BHEL).

In addition to above, the EMD amount in excess of ₹ 200,000/- (Two Lakhs) may also be accepted in the form of Bank Guarantee. The Bank Guarantee in such cases shall be valid for at least six months.

- c) EMD can also be deposited in electronic mode and the procedure of depositing EMD is as follows:
- i. For depositing amount online, depositor has to visit SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link). After reading the instruction for depositing the amount, open SBI's SB-Collect site. Please select State of Corporation as "Madhya Pradesh" and type of Corporation as "Industry" and then click on "Go" appears on the

Sign and Seal of Contractor

Works Engineering & Central Services**ANNEXURE:D**

screen. Now select “Bharat Heavy Electricals, Bhopal” from the dropdown table appears against “Industry Name” and click Submit. Now select category from the dropdown table appears against “Select category” under which you need to deposit amount in favour of BHEL, Bhopal.

- ii. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both are applicable.
- iii. After the successful payment, DU no. shall be generated by the banking system.
- iv. After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.
- v. As and when credit received in BHEL account, automatic mail will be sent to the depositor.
- vi. After submission of deposit slip, a control number will be generated through system which can be used for getting print out from system.

EMD by the Tenderer will be forfeited as per tender documents. If:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / Contract is silent in this regard, then within 15 days after award of contract.

EMD shall not carry any interest.

8. SECURITY DEPOSIT (SD)

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.

The Security Deposit will be collected before start of the work by the contractor. Security

Deposit may be furnished in any one of the following forms:-

Cash (As permissible under the extant Income Tax Act)

Local cheques of scheduled bank (subject to realization)/ pay order/ demand draft/ electronic fund transfer in favour of BHEL

Bank guarantee from Scheduled banks/ Public finance institutions as defined in companies act. Bank guarantee format should have the approval of BHEL.

Fixed deposit slip issued by Scheduled banks/ Public finance institutions as defined in companies act. (FDR should be in the name of the contractor, a/c BHEL).

Securities available in 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, 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 any matter connected therewith)

Security Deposit can also be recovered from the running bills. However in such cases at least 50% of the SD should be collected before start of work and the balance 50% may be recovered from the running bills.

EMD of the successful tenderer shall be converted & adjusted against the SD. The Security Deposit shall not carry any interest.

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Deducted Security Deposit will be refunded to the tenderer after the completion of the work. In the meantime any discrepancy is found in the work the SD can be detained for further period or may be forfeited. 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 deduction on account of company dues, non-deposit of statutory dues etc. no interest shall be payable on S D.

Electronic transfer: The procedure of depositing SD is as follows:

- i. For depositing amount online, depositor has to visit SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link). After reading the instruction for depositing the amount, visit SBI's SB-Collect site. Please select State of Corporation as "Madhya Pradesh" and type of Corporation as "Industry" and then click on "Go" appears on the screen. Now select "Bharat Heavy Electricals, Bhopal" from the dropdown table appears against "Industry Name" and click Submit. Now select category from the dropdown table appears against "Select category" under which you need to deposit amount with BHEL, Bhopal.
- ii. After the successful payment DU no. shall be generated from the banking system.
- iii. After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number.
- iv. As and when credit received in BHEL account, automatic mail will be sent to the depositor.
- v. After submitting the deposit slip a control number will be generated through system which can be used for getting print out from system.

(Note: In case of (a) small value contracts not exceeding 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

9. TIME AND EXTENSION FOR DELAY

The time allowed for execution, which shall be mutually agreed between BHEL and contractor, and mentioned in Work Order, along with these conditions shall be of the essence of the contract. The execution of work shall commence immediately and not later than 15th day after the date on which the Engineer-in-charge issues written order to commence work or from date of handing over the plant whichever is later unless specified otherwise elsewhere. If contractor commits default in commencing the execution of work as aforesaid, Company/Corporation shall without prejudice to any other right or remedy be at liberty to cancel the order and forfeit the earnest money/ security Deposit.

As soon as possible after the contract is awarded, the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract document for completion of work.

It shall indicate forecast of dates of commencement & completion of various activities to be done for completion of work as per contract. This may be amended as necessary by agreement between Engineer-in-charge & contractor within limitations of time imposed in contract document & further to ensure good progress during execution of work.

If the work is delayed by :

- a) Force majeure, or
- b) Serious loss or damage by fire, or
- c) Delay on the part of other contractor or company/ corporation in executing work not forming part of contractor.
- d) Non-availability / release of the machines which is in the responsibility of company / corporation or,

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- e) Any other case, which is in the absolute discretion of the accepting authority and is beyond contractor's control.

Then upon the happening of any such delay, contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never lose constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

Request for extension of time to be eligible for consideration shall be made by the contractor in writing within seven days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.

The accepting authority may give a fair and reasonable extension of time for completion work. Such extension shall be communicated to contractor by Engineer-in-Charge in writing within the month of the date of the receipt of such request.

10. INSPECTION AND APPROVAL

- a) All work embracing more than one process shall be subject to Examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready.
- b) No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid, if required by Engineer-in-charge he shall uncover such work at contractor's own expenses.
- c) Company officer concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

11. COMPENSATION OF DELAY

- a) If the contractor fails to maintain fulfill schedule as per work order and fails to start the work as per schedule date given by BHEL and fails to maintain the required progress in work as per terms of Work Order, he shall without prejudice to any other right or remedy of company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below:
- b) 0.5% (Half) percent per week of contract value.
- c) Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the total contract value.

12. CONTRACTOR'S LABOUR / WORKER WHILE WORKING INSIDE

- a) The contractor shall ensure sufficient staff of the quality to ensure work-man-ship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. Contractor shall not employ indirectly or through sub-contractor any staff what-so-ever. Written consent of the contractor in this behalf has to be incorporated in to the offer, or otherwise the Contract is liable to be rejected.
- b) Contractor shall furnish to Engineer-in-charge a complete list of persons engaged on the work giving the following details.
 - a) Name
 - (b) Age
 - (c) Trade

Change-over, if any, shall be furnished by the contractor to the Engineer-in-charge.

- c) Contractor shall comply with Contractor's Obligations & Statutory Compliances for work contract as per Annexure-IV & it shall be the part of agreement of this contract.

Sign and Seal of Contractor

**13. NUISANCE**

Contractor shall not any time do, cause or permit any nuisance on the work site or do anything shall cause unnecessary disturbance or inconvenience to other workers.

14. GENERAL TERMS

- a) BHEL shall have the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- b) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

15. TERMS OF PAYMENT : Payment shall be as per NIT terms and condition .**16. DEFECTS LIABILITY PERIOD – GUARANTEE**

Not Applicable.

17. RIGHTS & OBLIGATION OF BHEL

- a) In case the contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- b) If the Contractor commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within three days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract without giving any reasons thereof.
- c) Cancellation of contract may be either for whole or part of contract at BHEL's option. In event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to extent not terminated under provision of this clause.
- d) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India.
- e) 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 Bhopal Courts.

18. TAXES

Goods and Service Tax (GST) or any other new tax introduced by GOI shall be considered as applicable. Any loss/delay of tax credit to BHEL shall be recovered from contractor if the reason

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for the same is attributable to contractor. Income Tax deduction at source will be as applicable from time to time.

19. ARBITRATION & LAW

Except as provided elsewhere in this contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference ; arising out of the formation breach, termination, validity or execution of the contract; or , the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract ; or , in any manner touching upon the Contract, then, either Party may , by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the contract. The Arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re- enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bhopal. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of clause as mentioned above, the courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

20. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC.

The Annexure-----together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

Sign and Seal of Contractor



Works Engineering & Central Services

ANNEXURE-D

Compensation in cases of death/ permanent incapacitation :-

Compensation in cases of death/permanent incapacitation of person due to unintended/unforeseen occurrences during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works /during working at BHEL Units! Offices/ townships and premises! Project Sites.

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

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

Signature of Contractor



Annexure-D

Terms and conditions related with GST compliance :-

1. Wherever bidders are required to supply services at project, site party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code /SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the bidder.
3. GST portion of the invoice shall be released only upon.
All invoice raised by contractor /vendors must be GST compliant Tax invoices as per GST invoice rules.
Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
Receipt or goods/ services and Tax invoice by BHEL and Confirmation of payment of GST thereon by contractor on GST portal
Alternatively, contractor has to submit BG of appropriate value, which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services , whichever is later . Contractor has to give an undertaking in this regard.
Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within time line prescribed for availing ITC by BHEL payment to contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
4. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods
And/or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC , or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ liveable on BHEL.

Reverse Charge under GST

5A. In respect of services, reverse charges liability shall arise at the earliest or date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Recover any interest or penalty implication attributable to the contractor shell from them.

5B Any GST liability arising on BHEL under reverse charge before actual receipt of goods and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods , receipt of invoice and other condition specified in GST Law.

Liquidated Damage/penalty

6. Liquidated Damage (LD) or penalty if chargeable from suppliers/contractors as per NIT, applicable GST will BE CHARGED IN ADDITION TO THE SAME.

Sign and seal of contractor



Works Engineering & Central Services

ANNEXURE:D

INSTRUCTIONS TO CONTRACTORS STATUTORY

COMPLIANCES TO BE ENSURED

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
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.
4. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate for each contract separately.

***"It is certified that PF/ESI challans of the amount
(in words.....) pertains to my workers, whose
names are appearing in the wage sheet of the month20..... and these workers are
engaged in (type of work)
against work order no. in
(name of department).***

Signature of Contractor



Works Engineering & Central Services

ANNEXURE-D

STATUTORY INSTRUCTIONS TO CONTRACTOR

STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

- Labour Licence
- Provident fund code no.
- ESI code no
- Registration no.

Notice of commencement in Form 6-A & Maintain Register of workers in form 13.

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workman, should submit or copy of standing orders.
2. Shall comply with the provisions of Factories Act.

4.0 ON COMPLETION OF WORK

Submit PF & inspection report

Signature of Contractor

PROCEDURE TO PAY EMD/TENDER FEES ONLINE

As you all are aware an initiative to deposit and refund of EMD/SD/ Tender Fees through online system was initiated by Finance and IT Team to comply with Works Policy norms.

Preliminary demonstration of the system was made to all concern dealing officials of work contract with request to educate and implement this system as soon as possible.

However, due to issuance of revised Works Policy in Sep-2016, some of the changes are to be made in the program which necessitates postponement of the implementation. Subsequently, due to circular issued by DHI on 8th Dec-2016 for promotion of Digital Transaction, it is now imperative to implement and enforce the system to avoid any cash/ cheque transaction.

The procedure of depositing EMD/SD/Tender Fee is reiterated below:

1. For depositing amount online , depositor has to open SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link)
2. After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both are applicable
3. After the successful payment DU No shall be generated from the banking system
4. After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately
5. As and when credit received in BHEL account, automatic mail sent to the depositor

Note :- After submitting the Deposit Slip a control number will be generated through system which

can be used for getting print out from the system

To ensure and facilitate this Digital Transaction of all NIT/RFQ/Enquiry should have suitable clause and same is to be vetted by finance before issuing. A model of NIT Clause is given below of which may be changed accordingly to the specific need of the department / users.

“EMD/SD/Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below :

<https://www.bhelbpl.co.in/qcins/iccs.htm>

Where the NIT/Enquiry has been issued and tender opened on or after 16th January 2017, all bidders to be informed to deposit EMD & Tender Fee online.

“SB Collect facility” is very user friendly and already in use in various application of Township, Scrapyard etc. Same may please be promoted among the depositors.

For any clarification undersigned or any of the following officials may be contacted:

Smt Suman Ekka Dixon, Sr.Manager/ITS (07552505214) – For system related issue

Smt Seema Satish, Sr.AO (07552503239) – Cash Planning

Shri Ishwar Chandra Pathak, Sr.AO (07552505081) - Cash Planning