

**ORIGINAL COPY****TENDERER'S COPY****TENDER NOTICE****NIT \_ 34113****WCM TENDER SCHEDULE NO: 02/17-18****TENDER NAME:****"LABOUR TENDER FOR HELPING JOBS IN VARIOUS AREAS FOR A PERIOD OF ONE YEAR"****BHARAT HEAVY ELECTRICALS LIMITED**

**(A Govt. Of India Undertaking)  
INDUSTRIAL VALVES PLANT,  
433, INDUSTRIAL COMPLEX  
GOINDWAL SAHIB,  
DISTT. TARN -TARAN,  
PUNJAB, PIN-143422**

**TENDERER****ACCEPTING OFFICER (BHEL)**



LIMITED

BHARAT HEAVY ELECTRICALS

*(A Govt. Of India Undertaking)*

ISO 9001, ISO 14001, OHSAS 18001 certified

INDUSTRIAL VALVES PLANT  
Plot No. 433, INDUSTRIAL COMPLEX,  
GOINDWAL SAHIB, Distt. TARN-TARAN,  
PUNJAB- PIN-143422; (INDIA)

Phone: 01859-224623, 224628

Email: manvir@bhel.in, vishal@bhel.in

WCM TENDER SCHEDULE NO: 02/17-18

**IMPORTANT NOTE**

TENDERER IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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TENDERER

ACCEPTING OFFICER (BHEL)

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**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:-**

- a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- b) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- c) Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- d) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney by the the proprietor or partner, duly self-attested must be submitted.
- e) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- f) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- g) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- h) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- i) All the S. No. items as described in the contents above collectively, are the part of tender terms and conditions.

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- j) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard. Submission of EMD has to be ensured.
- k) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

For Bharat Heavy Electricals  
Ltd.

WORKS CONTRACT MANAGEMENT

**BHARAT HEAVY ELECTRICALS LIMITED**  
***(A Govt. Of India Undertaking)***

**INDUSTRIAL VALVES PLANT**  
**Plot No. 433, INDUSTRIAL COMPLEX,**  
**GOINDWAL SAHIB, Distt. TARN-TARAN,**  
**PUNJAB- PIN-143422; (INDIA)**  
**Phone:01859-224623,628, 622,621**

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**Tender No.: BHE: IVP: WCM: TENDER/ 02/2017-18**

**DATE: 18/08/2017**

To,  
The Tenderers,

Dear Sir/Madam,

**SUB: Notice Inviting Tender**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1. Salient Features of NIT\_34113**

S/ NO	ISSUE	DESCRIPTION	
i	WCM Tender schedule No.	02/17-18	
ii	Name of Work	"Labour Tender for Helping Jobs in various areas for a period of one year "	
iii	Estimated Value of Work	Rupees 259.52 Lakhs/-	
iv a	Duration of Contract	One year from date of deployment of Manpower after Award of Contract	
iv b	Penalty	Penalty shall be levied as per Clause 11 of Special Conditions of Contract.	
v	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Details of NIT	EMD applicable/Modes of payment/Security deposit	Applicable
b	PQR	Pre -Qualification Criteria	Applicable
c	Terms and Conditions	General ,Special,Specific Guidelines, Safety	Applicable
d	Part I	Techno Commercial Bid	Applicable
e	Part II	Price Bid.	Applicable
f	Formats	Applicable formats/Annexure	Applicable
g	Work Details	Annexure A –Scope of Work	Applicable

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vi	<b>Issue of Tender Documents</b>	<p>1. <u>Issue from BHEL IVP, WCM DEPARTMENT office at</u></p> <p><b>Start: 18/08/2017;</b></p> <p><b>Close: 08/09/2017; Time: Up to 13:00 Hrs</b></p> <p>2. Tender documents can be downloaded till due date and time of submission from BHEL website (<a href="http://www.bhel.com/tender/tender_home.php">http://www.bhel.com/tender/tender_home.php</a>), Government tender portal (<a href="http://tenders.gov.in">tenders.gov.in</a>) and CPP PORTAL (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) also.</p>	
vii	<b>Due Date, Time &amp; Place of offer submission</b>	<p><b>Due Date: 08/09/2017;</b></p> <p><b>Due Time: 15:00 Hrs.</b></p> <p><b>Place: BHEL IVP, GOINDWAL SAHIB, PUNJAB</b></p> <p>Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. Fax (01859-222061) / E-Mail (<a href="mailto:tendermm_ivp@bhel.in">tendermm_ivp@bhel.in</a>) offers received in time shall be considered only when such offers are complete in all respects. In case of bulky tender please handover tender to Sh 'Tajinder Singh/AGM/HR, Civil, Comml [Contact: 01859 224 615/621] AGM /Civil.</p> <p><i>Or Tenders Submitted through post should be addressed to</i>  Sh. Tajinder Singh  AGM/HR, Civil &amp; Comml/Head-WCM  BHARAT HEAVY ELECTRICALS LTD  433, INDUSTRIAL COMPLEX  Goindwal Sahib, Distt. Tarn-Taran , Punjab  PIN- 143422.  <i>(Any postal delays shall not be considered as reason for late submission, and are liable to be rejected)</i></p>	
viii	<b>Opening of Tender</b>	<p><b>Date: 08/09/2017; Time: 15:30 Hrs.</b></p> <p><b>Notes:</b></p> <p>(1) In case the due date of issue of tender document/tender submission/tender opening becomes a non-working day/Holiday, the corresponding date shall be considered extended itself on next working day at the same time at BHEL IVP Goindwal Sahib</p> <p>(2) Bidder may depute representative to witness the opening of tender</p> <p>(3) In case of extension of due date for other reasons, Corrigendum shall be published on BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>), Government tender portal (<a href="http://tenders.gov.in">tenders.gov.in</a>) and CPP PORTAL (<a href="https://eprocure.gov.in">eprocure.gov.in</a>).</p>	
ix	<b>EMD Amount*</b>	<b>Rs. 504578/- (Rs. Five Lakh Four Thousand Five Hundred Seventy Eight Only)</b>	<i>Applicable</i>

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xi	<b>Last Date for seeking clarification</b>	<p>Three days before last date of submission of Tender Document. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</p> <p><b>Sh Manvir Singh</b> Manager/ IT, P&amp;D, WCM BHARAT HEAVY ELECTRICALS LTD 433, INDUSTRIAL COMPLEX Goindwal Sahib, Distt. Tarn-Taran , Punjab PIN- 143422. <a href="mailto:manvir@bhel.in">manvir@bhel.in</a> , Phone- 01859-224628 08527564446 (or)</p> <p><b>Sh Vishal Devgon</b> Sr. Manager/IT, HR, P&amp;D BHARAT HEAVY ELECTRICALS LTD 433, INDUSTRIAL COMPLEX Goindwal Sahib, Distt. Tarn-Taran , Punjab PIN- 143422. <a href="mailto:vishal@bhel.in">vishal@bhel.in</a> , Phone- 01859-224623 09216349001</p>	
xii	<b>Schedule of pre bid discussion (PBD)</b>	NIL	Not Applicable
xiii	<b>Integrity pact &amp; detail of independent external monitor (IEM)</b>		Not Applicable
xiv	<b>Latest updates</b>	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on BHEL webpage (<a href="http://www.bhel.com">http://www.bhel.com</a>) and CPP Portal (<a href="http://eprocure.gov.in/cppp/">http://eprocure.gov.in/cppp/</a>). Bidders to keep themselves updated with all such information</p>	

## 2. QUOTATION SUBMISSION

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for 'LABOUR TENDER for Helping Jobs in various areas on Man-Days basis for a period of one year' as per tender enquiry. The relevant documents are attached with the Enquiry.

**This is only request for an offer and not a Contract.**

The two bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

Bid	Bid description	Superscribing on envelope	*** Should contain ***
Part I in First sealed envelope	Techno-Commercial Offer	Part-I (Techno-Commercial) bid against tender enquiry no: NIT - 34113 Dated 18.08.2017.	<ol style="list-style-type: none"> <li>Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on).</li> <li><b>Un-priced</b> bid as per format attached. <b>All details, i.e. whether quoted for item, duties and taxes etc. should be filled.</b></li> <li><b>EMD</b></li> <li>document.</li> </ol>
Part II in Second sealed envelope	Price Bid	Part-II (Price bid) against tender enquiry No: NIT - 34113 Dated 18.08.2017.	<p><b><i>Price bid in the format attached.</i></b></p> <p><b>Anything other than prices mentioned in the price bid shall be considered invalid &amp; in no case will be accepted.</b></p>

All the sealed envelopes should be put in outer sealed envelope superscribing all details i.e. Enquiry Number, Date, Supplier's Name and Address.

**\* BID OF TENDERER WITHOUT "EMD" AS APPLICABLE SHALL BE REJECTED.**

Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **duly signed & stamped on each page**, as part of offer.

### 3. DETAILS REGARDING EARNEST MONEY DEPOSIT (EMD):

- Earnest Money Deposit and Security Deposit will be as per the tender documents.
- The EMD amount applicable is Rs. 504578/- (Five Lakh Four Thousand Five Hundred Seventy eight Only).** It to be attached along with the Techno commercial bid of the tender document.

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#### 4. MODES OF DEPOSIT FOR EMD:

The EMD may be accepted only in the following forms:

1. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
2. Electronic Fund Transfer credited in BHEL account (before tender opening). The BHEL Account number to be used for purpose of EMD is **Punjab National Bank, Goindwal (IFSC CODE PUNB0193200), Account Number 1932009300002270.**
3. Banker's cheque / Pay order/ Demand draft(DD),in favour of Bharat Heavy Electricals Limited and payable at PNB/SBI/HDFC/UNION BANK/PUNJAB &SIND BANK/ Allahabad Bank payable at Goindwal Sahib only (before tender opening).

#### 5. FORFEITURE OF EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

1. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
2. Note: After issue of LOI / Contract, if the Contractor fails to commence the work within 15 Days EMD/SD deposited by the Contractor will be forfeited and Party will be barred from future all type of Tender for a period of Three Years.
3. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
4. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors' and forfeited/ released based on the action as determined under these guidelines.
5. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case expiry of offer validity period or any other circumstances, EMD can be released with approval of head of contracting department not below the rank of AGM.
6. EMD shall not carry any interest.
7. EMD of successful tenderer will be retained as part of Security Deposit.

Note: After issue of LOI / Contract, if the Contractor fails to commence the work within 15 Days EMD/SD deposited by the Contractor will be forfeited and Party will be barred from future all type of Tender for a period of Three Years.

#### 6. SECURITY DEPOSIT

The successful bidder (L1) has to deposit security amount before start of the work. The security deposit is approximate subject to actual landing price of the tender value. 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.

#### 7. MODES OF DEPOSIT

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

1. Cash (as permissible under the extant Income Tax Act)
2. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/

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Electronic Fund Transfer in favour 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 Institutions 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 Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (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)
6. At least 50 % of the required security deposit, including EMD should be collected before start of work balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.
7. If the value of the work done at any time exceeds the contract value, the amount of security deposit shall be correspondingly enhanced and additional security deposit shall be immediately deposited by the contractor or recovered from payments /due to the contractor.
8. **VALIDITY of Security Deposit: Security Deposit should be valid for a period of at least 6 months more than validity of the contract. E.g if Contract is awarded for a One year period Security Deposit submitted should be valid for at least One year and Six Months.**

#### **8. RELEASE OF SECURITY DEPOSIT**

In the event of non-fulfillment of contract conditions Security deposit may be forfeited. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the Contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE" from the user agencies.

Note: After issue of LOI / Contract, if the Contractor fails to commence the work within 15 Days EMD/SD deposited by the Contractor will be forfeited and Party will be barred from future all type of Tender for a period of Three Years.

#### **9. EVALUATION OF THE TENDER (L1 Criteria)**

The contract will be awarded to One Contractor. Bidders will be ranked on lowest %age Commission quoted as per price bid.

- In case of more than one L1 bidders for respective schedules, BHEL gets fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots
- There shall be no counter offer.

#### **10. VALIDITY OF THE OFFER**

The validity of offer shall be for Three months from the latest date of Opening of Tender Part1.

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**11. CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN TWO PARTS BIDS**

S. No.	Document	Status
1	Envelope should contain  (1) <b>Techno-Commercial bid</b> , with <b>signed and stamped tender document</b> . (2) <b>Un-priced</b> bid as per format attached. (3) <b>EMD</b>	Sealed envelope marked as Part-Techno-Commercial Bids”  Yes, Sealed
2	Price Bid sealed in separate envelope super scribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II “Price Bid”  Yes, sealed
3	All two sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes

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**PRE-QUALIFICATION CRITERIA**

<b>NAME OF WORK</b>	<b>“Labour Tender for Helping Jobs in various areas for a period of one year”</b>
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**1. EARNEST MONEY DEPOSIT:**

**The EMD amount applicable is Rs. 504578/- (Five Lakh Four Thousand Five Hundred Seventy eight Only).** It to be attached along with the Techno commercial bid of the tender document. More details regarding EMD available on page no. 9.

**2. FINANCIAL SOUNDNESS:**

Average Annual financial turnover during the last 3 years, ending 31st March of 2017 should be at least 30% of the estimated cost. If annual financial turnover of last three years not submitted by the party, the turnover of the year(s) submitted shall be averaged over three years.

Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for last three consecutive years i.e., 2014-15, 2015-16 & 2016-17 (Assessment Year 2015-16, 2016-17 & 2017-18).

- Audited Profit & Loss account and Balance Sheet indicating CA membership number **alongwith** Copy of Income Tax Return alongwith submission acknowledgement
- In case audited balance sheet for Financial year 2016-17 is not available, party may submit provisional P&L account and balance sheet for 2016-17 verified by CA (Chartered Accountant).

**3. EXPERIENCE:**

Experience of having successfully completed Similar works/service contract during last 7 Years ending 31.07.2017.

Three completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

Two completed works each costing not less than the amount equal to 50% of the estimated cost.

OR

One completed work, each costing not less than the amount equal to 80% of the estimated cost.

**Similar Works:** includes supply of manpower for various activities including helping jobs.

**Proof of work shall be:**

Contract Copy for work related to scope of work (i.e. Manpower Supply for various activities) issued by any Central/State Government / PSU company/Private Organization.

Copy of Work Order(s) and Experience Certificate(S) corresponding to that work order(s) to be provided. ***Experience certificate from Private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization or Form 26 AS.***

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4. **PAN CARD:** Mandatory Copy of PAN Card Required
5. **GST Registration Certificate:** Mandatory before commencement of Work (GST registration Certificate to be attached)
6. **EPFO:** Provident fund registration number is not mandatory but if any party is already registered with EPFO can enclose the copy of EPFO registration. Those Party who are not registered with EPFO, has to obtain the registration number from EPFO and also obtain the Provident fund sub-code from the regional provident fund commissioner (Amritsar/Tarn Taran as Applicable) with immediate effect on award of the work/ before commencement of the work. The EPFO contribution has to be remitted with the Sub-code of the regional provident fund commission as per the applicable circle. Undertaking to this effect to be enclosed.
7. **ESI:** Employee State Insurance registration number is not mandatory but if any party is already being registered with the ESI can enclosed the ESI registration copy. Those party who are not registered with ESI has to obtain the registration number from ESI and also obtain the ESI sub-code from the regional Employee State Insurance Corporation (Amritsar/Tarn Taran circle as applicable) with immediate effect on award of the work/ before commencement of the work. The ESI contribution has to be remitted with the Sub-code of the Employee State Insurance Corporation as per the applicable circle. Undertaking to this effect to be enclosed.
8. **Labour License:** All parties should have Labour license and copy of the same to be enclosed. After award of work the party has to obtain separate license from the Regional Asstt. Labour commissioner with immediate effect. Undertaking for the same to be enclosed.
9. **Self-Declaration:** That Contractor has not been suspended or blacklisted or issued with Show Cause Notice by any BHEL Unit or any other PSU or Govt. Agency

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## ANNEXURE-I

**GENERAL TERMS & CONDITIONS OF THE CONTRACT**

- 1 DEFINITION :-** In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- (a) The "**Contract**" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.
  - (b) The "**work**" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
  - (c) The "**Contractor**" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
  - (d) "**The Officer-In charge**" means, the Officer deputed by the **HEAD WCM**, to supervise the work or part of the work.
  - (e) "**Approved**" and "**Directed**" means, the approval or direction of **HEAD WCM**, or person deputed by him for the particular purposes.
  - (f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including **HEAD WCM** authorized to invite Tenders and enter into Contract for works on behalf of the Company.
  - (g) The "**Contract sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
  - (h) A "**week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
  - (i) A "**day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
  - (j) A "**working day**" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
  - (k) "**BHEL**" means BHEL, Industrial Valves Plant, Goindwal – Sahib (A Govt. of India Undertaking)
- 2 HEADING TO THE CONTRACT CONDITIONS:-** The heading to these conditions shall not affect the interpretations thereof.
- 3 DEVIATIONS:-** The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of **HEAD WCM**, No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
- 4 ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
- SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL.

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**5 COMPLIANCE TO REGULATIONS AND BY-LAWS:-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**6 INCOME TAX:-**

Statutory deduction like Income Tax (TDS) etc. will be deducted from Contractor payment as required by Law.

**7 ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the Contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

**8 CONTRACTOR'S SUPERVISION:-** The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent **Supervisor** acceptable to the **HEAD WCM**, to act in his stead.

Orders given to the Contractor's supervisor shall be considered to have the same force as if they have been given to the Contractor himself.

The Contractor or his accredited Supervisor shall attend when required without making any claim for doing so, either the office of the **HEAD WCM** or the OFFICER-INCHARGE, to receive instructions. Any pending issues to be sorted out by 15<sup>th</sup> of every succeeding payment cycle.

The **HEAD WCM** shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this Contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**9 LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

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

**11 DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE :-** The Contractor shall at his own expense reinstate and make good to the satisfaction of the HEAD WCM, and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury

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(including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**12 LAWS GOVERNING THE CONTRACT:-** The Contract shall be governed by the Indian Laws for time being in force.

**13 (i)** Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.

**(ii)** No BHEL employee and their dependents are eligible to submit their offer against this Tender.

**14 CANCELLATION OF CONTRACT FOR CORRUPT PRACTICES:-** BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall:-

(a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service,

OR

(b) Enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

(c) Obtain a Contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

**15 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-**

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

If the Contractor,

(a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

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being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

**OR**

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

- (b) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by HEAD WCM which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by SDGM /Logistics, or the same shall be recovered from the Contractor by other means.
- (c) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HEAD WCM, whose decision shall be final and conclusive.

**16 CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT/NON-FULFILMENT OF STATUTORY OBLIGATIONS:**

**If the Contractor:**

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HEAD WCM, or his authorized representative ;
- (b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued there under ;
- (c) Makes default in non fulfilment of any of the statutory obligations as per the contract

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL, CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by HEAD WCM, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by HEAD WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the

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superintendence and establishment charges as may be decided by the HEAD WCM, whose decision shall be final and conclusive.

**17 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-**

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

**18 SPECIAL POWER TO TERMINATION:-** If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the HEAD/MM, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**19 RECOVERY FROM CONTRACTOR:-** Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum. then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**20 POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. this also includes statutory Audits made by statutory agencies like EPF, ESI and GST etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

**21 SIGNING OF CONTRACT:-** Contract document shall be signed by the Contractor by his usual signature or his authorized signatory at the time of signing the contract. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons capable of signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the Contract.

**22 ARBITRATION:-** All disputes between the parties to the Contract, arising out-of or relating to the Contract, other than those for which the decision of the HEAD WCM, or Accepting Officer or any other person is by the Contract expressed to be final and conclusive shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of General Manager/IVP or other Officers of BHEL, IVP appointed as Arbitrator, by the General Manager of BHEL, IVP in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the Contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in

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his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

**23 JURISDICTION :-** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Tarn Taran, Punjab only shall have the Jurisdiction and is only after exhausting the, Arbitration

**24 FORCE MAJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the HEAD WCM subject to prompt notification by the Contractor.

**25 REGISTERS & RECORDS:-**The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor. The following registers shall be compulsorily maintained.

**The Contract Labour (Central) Rules, 1971**

Form XIII - Register of Persons employed (Sec.75)

Form XIV - Employment Card (Sec.76)

Form XV - Service Certificate (Sec. 77)

Form XVI - Muster Roll (Sec.78)

Form XVI - Register of wages (Sec.78)

Form XX - Register of Deductions for damage or loss (Sec.78)

Form XXI - Register of Fines (Sec.78)

Form XXII - Register of Advances (Sec.78)

Form XIX - Wage Slips ( Sec.78)

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

**27 REMOTE TRANSACTIONS:-** The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

**28 CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly

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inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

- 29** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant Dispatch documents to ensure correctness of each dispatch and each delivery.
- 30** Employer Interests:-  
Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant Dispatch documents to ensure correctness of each dispatch and each delivery.
- 31** Kindly note that all procurement/works contracts through open tender will be done through e-procurement only in near future. Therefore all foreign and indigenous vendors participating through open tenders have to buy class-III DSC immediately issued by the certifying authorities in India.

### **32 MSE BENEFITS CLAUSE**

**The Micro and Small enterprises are exempted from EMD deposit** but the MSE Suppliers can avail the 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 acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed as per Annexure -1) (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of technical bid opening. 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.

**MSME will be dealt with as per MSME guidelines issued from time to time by the Government of India.**

### **33 FRAUD PREVENTION POLICY AND NON-DISCLOSURE AGREEMENT**

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

After award of contract to the L1 bidder, the bidder has to sign Non-Disclosure agreement with BHEL, in the format provided by BHEL.

### **34 CLARIFICATIONS**

The correspondence exchanged against the tender from both tenderer and BHEL through email/e-procurement are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to

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the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date, those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

### **35 LOI (Letter of Intent)**

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

### **36 WORDS AND FIGURES**

The tenderer shall quote the rates of each item in figures (international numerals to be used) as well as in words (English language to be used). If on check there are found to be differences between the quotation given by the bidder in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

- 36.1 If, in the price structure quoted for the required goods/ services/ works, 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 BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 36.2 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; and
- 36.3 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.
- 36.4 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 BHEL, the bid is liable to be ignored.

### **37 SUSPENSION OF BUSINESS DEALINGS WITH DEFAULTERS**

BHEL shall take action against suppliers by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Such action under Suspension of Business Dealings could be in the form of "Hold" or "Banning" a

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supplier or a bidder or an applicant for registration as a registered supplier. The detailed guidelines are available at our [www.bhel.com](http://www.bhel.com).

### **38 REVERSE AUCTION:**

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

### **39 TAXES AND DUTIES**

GST as extra shall be applicable.

### **40. TERMS OF PAYMENT**

- a. Due payment shall be made within 15 days of receipt of Bills complete in all respect alongwith supporting documents.
- b. Documents to be submitted (if applicable)
  - i. Tax invoice (Invoice shall be GST compliant and should contains all the required information such as GST No, SAC code etc.)
  - ii. Compliance proof for EPF, ESIC along with submission challans and ECR.
  - iii. Minimum wages compliance certificate
  - iv. Proof of remittance of wages to workers through NEFT
- c. GST registration number is to be submitted by qualified vendor as per GST law.
- d. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.
- e. Conditions relating to release of GST portion:

Payment of GST portion will be released to vendor only upon completion of statutory requirement and further subject to following:

The reimbursement of GST portion of invoice shall be released only upon: -

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1. Vendor declaring such invoice in his GSTR-1 and
  2. Receipt of GST invoice by BHEL and
  3. Confirmation of payment of GST thereon by vendor on GSTN portal.
  4. Above is subject to receipt of tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- In case GST credit is delayed/denied to BHEL due to non/delayed receipt of tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
  - In case vendor delays 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 vendor/contractor alongwith interest levied / leviable on BHEL.

#### **41 AVAILING INPUT TAX CREDIT (ITC) BY BHEL:**

1. Since ITC can be availed only when BHEL is in possession of GST Tax invoice, vendor to ensure timely dispatch of goods and Tax invoice. It may be noted that in case of any delay in receipt of Tax Invoice the ITC availment by BHEL will get delayed thus entailing additional cash outflow & may even get denied if ITC availment timelines are breached.
2. Further ITC can be availed only when vendor has declared such invoice in his outward supply Return GSTR-1 and after GST thereon has been paid by him at the time of filing of monthly Return.
3. If GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
4. Further, in case vendor delays 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 vendor/contractor along with interest levied/leviable on BHEL.

#### **42 LIABILITY UNDER REVERSE CHARGE (RCM)**

Any GST liability arising on BHEL under Reverse Charge (RCM) before actual receipt of goods/services 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 conditions specified in GST Law as applicable

**Name**  
**Address**

**(Signature of authorized signatory of the Vendor)**

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**ANNEXURE-II****SPECIAL CONDITIONS OF THE CONTRACT**

1. **CONTRACTOR SCOPE** :The scope of work comprises the following: -
  - a) Physical work to be carried out, by capable manpower, as per ANNEXURE A ATTACHED.
  - b) The Quantities mentioned in the Annexure A are approximate only and may vary as per actual requirements/work load.**
- 1.1. The contractor has to mobilize sufficient personnel with minimum qualification and experience as per user agencies for completing the scope of work as per the Schedule and to produce necessary documents for the personnel engaging in this contract as and when BHEL requires.
- 1.2. The Contractor shall provide approximately sufficient persons per day (for three shift operation as per requirement) to execute the above scope of work. The number of **manpower is indicative only** and contractor may have to deploy more or Less manpower depending on the work load for completion of work on time as required by BHEL. However, it is the total responsibility of the Contractor to supply the workmen without suffering of BHEL work.
- 1.3. BHEL work should not get delayed due to any reasons on the part of Contractor. The amount of work suffered will be recovered from the contractors running bills at the rate of Unit of Measure and Unit rate corresponding to loss in Units of Measurement, certified by concerned BHEL authorities.
- 1.4. The contractor has to deploy man power whenever BHEL requires, with prior information of 24 hours (including Sundays and holidays). If the workers engaged on Sundays or holidays they will be given overtime @ twice of the wages as per Factory Act 1948. Same shall be reimbursed.
- 1.5. The contractor has to give 10 paid holidays, in One year, to the Contract Labor as per the holidays list of BHEL, IVP, Goindwal.

**2. TENURE OF CONTRACT**

The Contract shall be valid for duration of **One year from date of deployment of Manpower after Award of Contract.**

Contract can be further extended for a period of another One year on same rates and terms and conditions on mutual consent basis.

*Note: After issue of LOI / Contract, if the Contractor fails to commence the work within 15 Days EMD/SD deposited by the Contractor will be forfeited and Party will be barred from future all type of Tender for a period of Three Years*

**3. REGISTRATIONS AND LICENCING.**

- 3.1. The Contractor shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be) in Form V (CLR&A 1970) before commencement of work. This license shall be amended and / or renewed wherever there is an increase in the crew members employed by him or in the event of Contract being extended or renewed. The Contractor shall inform the license number to the BHEL Management before taking up the work.
- 3.2. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

**4. PAYMENT OF WAGES**

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4.1. The Contractor shall pay wages to the workers employed by him at the rate, which shall not be less than the minimum wages declared by PUNJAB Government from time to time plus additional wages prescribed by BHEL.

**Unskilled -----Rs. 2311/- Subject to Maximum Ceiling of Rs. 9880.00 per month**

**Skilled-----Rs. 1714/- Subject to Maximum Ceiling of Rs. 10960.00 per month**

**In case the minimum wages of State Govt. exceeds the maximum ceiling limit prescribe above, then same shall be payable. Also incase of any revision in additional wages prescribed by BHEL, same shall be payable and reimbursed.**

4.2. **The above additional wages will also attract ESI. EPF shall be applicable on minimum wages of Punjab for both the categories (skilled & unskilled) only.**

4.3. **The Contractor shall ensure to disburse the wages to his workers before or on the 7th day of every consecutive month through NEFT/RTGS (Bank verified details to be submitted in this case) ONLY.**

4.4. A certificate of payment shall be furnished in duplicate by the Contractor to the EXECUTIVE In charge for each month.

4.5. The Contractor shall inform the BHEL Management every month the details of Contract labour engaged for each Contract in the following forms: -

1. Serial Number.
2. Location.
3. Period of Work.
4. No. of Contract labour engaged during the month.
5. No. of days worked.
6. No. of Man – days worked.
7. Wages paid to his workers.

4.6. The above statement shall be furnished to BHEL Management at the end of every month.

## **5. REGISTERS AND RECORDS**

5.1. The Contractor shall maintain necessary documents I Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority.

5.2. All registers and records shall be preserved in original for a period of three years All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

## **6. NOTICES OF ACCIDENTS**

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

6.2. 16.2 The Contractor shall get the workers engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work.

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The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

#### **7. COVERAGE UNDER THE ESI / EPF AND MISCELLANEOUS PROVISIONS ACT**

- 7.1. The Contractor shall ensure that all his personnel are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the Contract work.
- 7.2. The Contractor shall regularly pay the amount by contribution i.e. employer's contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- 7.3. The Contractor shall ensure that his contract personnel are covered the EPF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrollment number before awarding of Contract work.
- 7.4. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act EPF as well as the schemes made there under to the authorities concerned.
- 7.5. Whenever any sum of money is found to be recoverable from or payable by the Contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this Contract or under any other Contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the Contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 7.6. In case of noncompliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the Contractor / sub-Contractor.
- 7.7. The Contractor shall abide by all the labour and other laws applicable to Contract labour / worker under this Contract and shall at all time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- 7.8. Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

#### **8. BIOMETRIC ENTRY / EXIT SYSTEM FOR CONTRACT PERSONNEL**

- 8.1. The Entry / Exit of the Contract personnel are to be regulated only through Biometric/RFID system.
- 8.2. The Contractor initially will be issued with a temporary gang pass for his / her Contract personnel for period of ten days.
- 8.3. The Contractor should arrange photo id card for all his / her employees within the above stipulated time.
- 8.4. The Contractor has to submit Form I for all his / her Contract employees. All the particulars required in Form I are to be provided by the Contractor without fail.
- 8.5. The Contractor should educate the Contract personnel in registering the attendance through the system.
- 8.6. Whenever a Contract workman migrates or leaves service, the Contractor has to surrender the biometric card of the particular Contract workman to Contract Cell with immediate effect.

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- 8.7. If a Contract workman having biometric card joins another Contractor, the Contractor who engages them, has to intimate the concerned Deptt of BHEL along with the biometric card for switching over the Contract employees from the earlier Contractor to the present Contractor.
- 8.8. On completion of the work, the Contractor has to surrender all the biometric cards immediately to the Contract cell. Otherwise, an amount of Rs. 100/- per card will be deducted from the final bill / security deposit of the Contractor.
- 8.9. If any Contract employee loses his / her card, the Contractor shall arrange a duplicate for the employee by paying an amount of Rs. 100/-.
- 8.10 The Contractor is totally responsible for the biometric/RFID cards issued to his / her Contract employee.
- 8.11 The Contractor has to indemnify BHEL for all the damages and loses caused by his / her employee.

**9. COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY.**

- 9.1. All the Contract employees should be trained on Safety and certified by Safety / BHEL.
- 9.2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot in the BHEL premises is prohibited.
- 9.3. Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- 9.4. Excessively loose-clothing, dhoti / Lungi are prohibited especially around rotating or moving equipment.
- 9.5. The Contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- 9.6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the Contractors and access to the path to this equipment should be maintained at all times.
- 9.7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- 9.8. Smoking is not allowed in work area.
- 9.9. BHEL operates under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- 9.10. It is the responsibility of the Contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
- 9.11. Fall protection equipment should be worn when working two meters or more above an established working surface.
- 9.12. The minimum requirements for fall protection should be a full body harness, shock absorber, double locking snap hooks, and lanyard attached to a stationary support. Other fall protection systems (Roof top walk ladder, Duct ladder and safety Net) can be used with prior approval of the Safety dept. of the BHEL facility.
- 9.13. Examples of operations that require a Permit to Work may include but are not limited to:
  - Hot Work.
  - Excavation and Trenching.
  - Confined Space Entry.

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- Electrical Work.
- Working on Elevated Heights.
- Pipeline work.
- Roof Work.
- Radiography.

#### 10. SUBMISSION OF BILLS BY CONTRACTOR: -

- 10.1. The bill should be submitted within a week after execution of work during the calendar month @ one bill per month.
- 10.2. **The quantities of Attendance shall be duly verified from the Section incharge where the work has been carried out for that Section.**  
Same shall be submitted with the bill.
- 10.3. At the time of bill submission the contractor has to submit the following Documents:
- a) Verification of the attendance during the month from the Concerned Department Incharge
  - b) ESI, EPF and GST remitted challans every month.
  - c) **Submit salary statement of the employees should be containing the employee payment details such as their payment, ESI, EPF & deducted amount each in separate columns.**
  - d) Proof of remittance of Salaries to employees by Bank through EFT.
  - e) The Contractor has to pay Bonus for his employee **once in a year** as per the Bonus Act. The bonus amount will be reimbursed to the party subject to submission of payment of proof of payment of bonus to his employees & Payment of bank statement of bonus i.e EFT. The preset eligibility limit of wage for calculating bonus is Rs.7000/- & minimum bonus to be payable by the party 8.33 % of the annual wage by taking base wage for calculation is Rs.7000/-.

#### 11. PENALTY CLAUSES

- 11.1. **PENALTY CLAUSE FOR LATE PAYMENT OF WAGES:** The amount of penalty calculated @ Rs.1000 per day in case of non-payment of wages to Contract Workers by 7th of the succeeding wage period/month shall deducted. If 7th day or succeeding days being Holiday, then payment has to be made by the next working day. These holidays shall not be considered as delay. This shall be recovered from the contractor's bill.
- 11.2. If the required workman of the contractor is not reporting for the work for more than two days in continuation, Rs. 600 /- per day will be deducted from the running bills of the Contractor.

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**ANNEXURE-III****SPECIFIC GUIDELINES**

- The quoted rates will be Firm during the period of the Contract.
- After issue of LOI / Contract, if the Contractor fails to commence the work within 15 Days EMD/SD deposited by the Contractor will be forfeited and Party will be barred from future all type of Tender for a period of Three Years
- The log-book for day-to-day work executed should be maintained by the Contractor and the signature should be obtained from the Authorized Executive of BHEL daily. The User Agency will certify the utilization of the engaged personnel as per the Contract condition to enable HR / Welfare to forward the bill for payment to Accounts Department after verification.
- Taxes, Duties if any will be recovered from the bills at sources and as well as ESI,EPF, Bonus if the same are not paid.
  - a) The rate should be quoted taking into account the following points:
    - i. The engagement of Personnel will be on all Working Days and excluding Weekly off and Holidays
    - ii. The duration of Working in a day will be 8 Hours as per the direction given by BHEL. Shift timings shall be Tentatively from 09.00 AM to 5.30 PM with Lunch Break for General Shift and 06.00AM to 2:30PM for A & 2:00PM to 10:30 PM for B shift. The shift timing may change as per requirement.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Statutory deduction like Income Tax (TDS) etc. will be deducted from Contractor payment as required by Law.
- Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the machines by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
- In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to operations done by the Contractor Personnel, such loss, damage or compensation shall be paid by the Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- The Contractor is directly responsible for injuries / death of Contract personnel or any person employed by him as well as to the third party occupants or other users arising due to accident. At any point of time, BHEL will not be responsible for any loss/damage either to the personnel or to the machines.
- Any damage to BHEL materials due to rough and faulty handling by the Contractor's personnel will have to be made good by the Contractor to BHEL. Similarly, if any damage caused to BHEL equipment's / installation, property of third party in the course of work by the Contractor's person, the same shall be made good by the Contractor.
- The personnel engaged under this Contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the Contractor to take the personnel out of BHEL Complex as soon as their day's work is over.

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**PROFORMA (SAMPLE)  
(ON BIDDER'S LETTER HEAD)**

REF:.....

DT:.....

**AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING**

We, M/s.....(Name of the Tenderer)

Hereby authorize .....

(Name of the representative) to participate in the Tender opening of BHEL GOINDWAL for  
“Labour Tender for Helping Jobs in various areas for a period of one year”

**Ref. Tender No.**

**Tender Date**

The representative’s specimen signature is appended below & attested.

(Signature of the representative)

Place:

Signature of the Tenderer

Date:

with seal & full address

**TENDERER**

**ACCEPTING OFFICER (BHEL)**

**ANNEXURE-IV****SAFETY & WELFARE CONDITIONS****1. The Factories Act, 1948:**

**Section 32:** Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

**2. Punjab Factories Rules, 1950**

**Rule 55:** Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

**Rule 57:** Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

**Rule 61E:** Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

**Rule 61F:** Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

**Rule 61G:** Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

**Rule 61-K.** Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and color vision have been examined and declared fit by a qualified ophthalmologist.

**Rule 61-N and Rule 61- O:** Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

**Note:** For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

**Rule 96:** Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Punjab Factories Rules.

**3. CONDITIONS RELATED TO THE WELFARE OF LABOURS**

3.1 The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.

3.2 If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

3.3 He has to have his own EPF and ESI Codes and comply with the relevant Acts.

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3.4 The Contractor has to remit EPF for his workers on the minimum wage amount only, and not the additional component, which he paid to his workers employees on monthly basis. He has to remit 13.36% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.36% of monthly wages should be remitted as EPF i.r.o. each employee.

3.5 ESI Payment should be at the rate of 6.5% of monthly wages (Minimum + Additional Component) of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the Contractor.

ESIC Card should be provided to all workers and copy of the same submitted with first bill of contractor.

The above percentage will vary, depending on the statutory guidelines issued from time to time by the Government of India.

3.6 The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

3.7 Contractor shall provide all workers Photo ID Cards, and provide a list of same to BHEL security, without which Workers shall not be permitted entry into factory.

**3.8 The Contractor shall MANDATORILY provide the workers engaged by him with Proper UNIFORM (NAVY BLUE PANT, SKY BLUE SHIRT, NAVY BLUE JERSEY AND SAFETY SHOES (BLACK) ) before deployment (whatever required) and shall comply all safety regulations under Factories Act. Contractor has to ensure proper use of these equipment**

3.9 Contractor has to arrange accommodation / transport for his Labour/supervisor as per requirement. No accommodation/transport for Labour/supervisor shall be provided by BHEL.

Place:

Signature of the Tenderer

Date:

with seal & full address

TENDERER

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**ANNEXURE-V****OPERATIONAL CONTROL PROCEDURE**

**Operational Control Procedures for Safety relevant to area of deployment shall have to be strictly complied**

**TENDERER****ACCEPTING OFFICER (BHEL)**

**ANNEXURE-VI****TECHNO-COMMERCIAL BID****PART I****TECHNO COMMERCIAL BID FORM TO BE FILLED BY TENDERER**

(The part-I bid shall contain all details and documents as given below.No price details are to be furnished in Part-I of the bid.)

**BHEL IVP WCM TENDER SCHEDULE NO. 02/17-18**

**NAME OF WORK: "Labour Tender for Helping Jobs in various areas for a period of one year "**

**To**  
**Manager/IT, P&D &WCM**  
**BHEL, IVP, Goindwal**

The following information's are required for communication for Tender finalization.

**GENERAL DETAILS**

<b>SL No</b>	<b>Description</b>	<b>Details</b>
1	<b>Name of Company / Firm</b>	
2	<b>Status of the Company / Firm (Relevant documents must be enclosed)</b>	( ) Public Limited; ( ) Private Limited ( ) Partnership Firm; ( ) Single Ownership
3	<b>Name of Owner / Partner of Firm</b>	
4	<b>Address for Correspondence</b>	
5	<b>Tele Phones</b>	
5.1	<b>Landline</b>	<b>Office</b>
		<b>Residence</b>
5.2	<b>Cell Phone</b>	<b>Office</b>
		<b>Residence</b>
6	<b>Fax Number</b>	
7	<b>E-mail ID</b>	

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8	<b>PAN NUMBER</b>	<input type="checkbox"/> Registered and Copy Enclosed
9	<b>EPF</b> Registration Documents copy.	<input type="checkbox"/> Registered and Copy Enclosed <input type="checkbox"/> Not Registered - (UNDERTAKING TO BE SUBMITTED IN ENCLOSED FORMAT)
10	<b>ESI</b> Registration Documents copy.	<input type="checkbox"/> Registered and Copy Enclosed <input type="checkbox"/> Not Registered (UNDERTAKING TO BE SUBMITTED IN ENCLOSED FORMAT)
11	<b>Labour License</b>	<input type="checkbox"/> Copies of Labour Licenses <input type="checkbox"/> UNDERTAKING TO BE SUBMITTED IN ENCLOSED FORMAT
12	<b>GST Registration</b>	<input type="checkbox"/> Registered and Copy Enclosed
13	<b>Financial Soundness</b>	Audite Balance Sheets and IT returns for following years submitted <input type="checkbox"/> 2014-15 <input type="checkbox"/> 2015-16 <input type="checkbox"/> 2016-17
14	<b>Experience</b>	Experience Certificate and Work orders as mentioned in the PQR attached. Form 26AS in case of Work orders from private parties to be attached.
15	<b>The Bidder must submit a declaration that no case is pending with the police/courtagainst the proprietor/firm/partner or the company(Agency). As well as the bidder has not been suspended / blacklisted by any organization.</b>	<input type="checkbox"/> Submitted (format enclosed)

1. Self-attested copy of all the documents should be submitted along with Tender. If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor.
2. If Company / Firm is not registered with EPF and ESI, they will have to get registered immediately after award of Contract to comply with the statutory requirements.

Place:

Signature of the Tenderer

Date:

with seal &amp; full address

**TENDERER****ACCEPTING OFFICER (BHEL)**

**PROFORMA I**

**CHECKLIST FOR SCRUTINY ON BID OPENING**  
**(TO BE ENCLOSED TO TECHNO-COMMECIAL BID)**

(To be filled in by the Bidder)

SL No.	Particulars	Tick ( <input type="checkbox"/> ) for confirmation of document enclosures	Page Nos. where documents are attached.
1	<b>Earnest Money Deposit (EMD)</b>		
2	Proof for Status of the Company Enclosed (Memorandum of Articles of the Company, Power of Attorney, Partnership Deed, demerger document as applicable etc.)		
3	<b>EPF</b> Registration Documents copy.		
4	<b>ESI</b> Registration Documents copy.		
5	<b>GST Registration</b>		
6	<b>Financial Soundness</b>		
6.1	Balance Sheet		
6.2	Profit & Loss Account		
6.3	Copy of Income Tax Return acknowledgment		
7	<b>Copy of PAN Card</b>		
8	<b>Labour License Copy &amp; Undertaking</b>		
9	<b>Document proof for experience</b>		
10	<b>Undertaking for not blacklisted</b>		

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ACCEPTING OFFICER (BHEL)

Place:

Signature of the Tenderer

Date:

with seal & full address

**TENDERER**

**ACCEPTING OFFICER (BHEL)**

**ANNEXURE-VII****(ON BIDDER'S LETTER HEAD)****DECLARATION**

I / We M/s. .... do hereby state as follows: -

- (1) The price bids have been put in separate sealed cover.
- (2) The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and put separately in another bigger cover and sealed.
- (3) All the documents & pages have been signed by the Authorized Signatory of the Service Provider, as required, with official seal.
- (4) All the documents required for technical qualification as per eligibility criteria for technical qualification have been enclosed along with techno commercial bid.
- (5) In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (4), we fully understand that it would be a serious violation in complying with the Tender of this nature and that BHEL shall have the right to take a serious view of this and all the actions / decisions of BHEL in this regard will be final and binding on us.

Place:

Signature of the Tenderer

Date:

with seal & full address

**TENDERER**

**ACCEPTING OFFICER (BHEL)**

**UNPRICED BID FORMAT****(This is to be submitted in Part I Bid i.e. Techno commercial Bid and NOT in Price Bid)****TENDER NAME: LABOUR TENDER FOR HELPING JOBS IN VARIOUS AREAS**

SL.No	Description	Contractor's margin in terms of % age of total wage payable * (to be quoted upto 2 decimal place)
01	Supply of Manpower as per scope of Work Mentioned in Annexure A	Quoted /Not Quoted

APPLICABLE RATE OF GST: \_\_\_\_\_ %

(\*Total Wage shall include Minimum Wages, Additional wages ,PF,ESI, Bonus, Over time (if any) & Paid Holidays (if any) The contractor has to quote only the contractor's margin in terms of percentage on total wage payable)

**The Contractor's Margin Quoted in Price Bid shall be fixed throughout the period of Contract or any extension of the same, Irrespective of any change in Minimum wages by the State Govt.**

I/We have understood all the Technical requirements and conditions of the contract and shall abide by the same for the entire duration of the contract. The price quoted herein shall be valid for the entire duration of the contract.

Place:

Signature of the Tenderer

Date:

with seal &amp; full address

TENDERER

ACCEPTING OFFICER (BHEL)

**ANNEXURE-VIII****PART II****PRICE BID****(This has to be Submitted in Separate Envelope and NOT WITH Part I)****TENDER NAME: LABOUR TENDER FOR HELPING JOBS IN VARIOUS AREAS**

SL.No	Description	Contractor's margin in terms of % age of total wage payable *	
		(to be quoted upto 2 decimal place)	
		Figure	Words
01	Supply of Manpower as per scope of Work Mentioned in Annexure A		

(\*Total Wage shall include Minimum Wages, Additional wages, PF , ESI, Bonus, Over time (if any) & Paid Holidays (if any). The contractor has to quote only the contractor's margin in terms of percentage on total wage payable)

**The Contractor's Margin Quoted in Price Bid shall be fixed throughout the period of Contract or any extension of the same, Irrespective of any change in Minimum wages by the State Govt.**

I/We have understood all the Technical requirements and conditions of the contract and shall abide by the same for the entire duration of the contract. The price quoted herein shall be valid for the entire duration of the contract.

Place:

Signature of the Tenderer

Date:

with seal &amp; full address

TENDERER

ACCEPTING OFFICER (BHEL)

FORMAT 01

**NEFT FORMAT\***

**FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH NEFT/RTGS ENABLE BANK BRANCH**

**SUB: E-Payment Vide SEFT/RTGS: Reg.**

VENDOR CODE AS PER BHEL	:	
VENDOR NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME AND ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH RTGS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNATORY	:	

I/ We confirm that i/we will bear the charges, if any levied by my/our bank for the credit of NEFT/RTGS amounts in our account.

For.....

Signature  
(Authorized Signatory)

Date:

We confirm that we are enabled for receiving NEFT/RTGS credits and we further confirm that the account number, the signature of the authorized signatory, Branch Code, RTGS code and MICR code of our branch mentioned above are correct

**Bank Verification  
(Manager's /Officer Signature under Bank Stamp)**

**Date:**

\*Bidders, whose NEFT details is already available with BHEL -IVP Goindwal , can provide self undertaking in this regard on their letter head.

**TENDERER**

**ACCEPTING OFFICER (BHEL)**

FORMAT 02

**UNDERTAKING FOR OBTAINING STATUTORY RECOGNITION AFTER AWARD OF WORK****To,**

**DGM,  
Head/ MM  
BHEL\_IVP, Goindwal Sahib  
Distt. Tarn-Taran, Punjab**

**Ref:** 1) NIT/Tender Specification No: .....,

**Dear Sir,**

I/we undersigned confirm that I/we do not have following statutory recognitions at the time of tendering against subject tender enquiry but these will be applicable over the contract and hence I/We undersigned hereby undertakes and ensure you that we will obtain these below mentioned statutory recognition from concerned authority if work is awarded to us as per tender terms and conditions and we will produce these to BHEL before release of any payment from BHEL.

This undertaking is being submitted to you as per qualification norms of subject tender enquiry.

**S/n Statutory recognition (Strike out and cross sign whichever is not applicable.)**

- 1 EPFO REGISTRATION
- 2 ESI REGISTRATION
- 3 LABOUR LICENSE

Thanks

(Signature, date & seal of Authorized  
Representative of the Bidder)

**TENDERER****ACCEPTING OFFICER (BHEL)**

FORMAT 03

**FORMAT FOR SEEKING CLARIFICATION**  
**(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)**

-----  
**To,**

**Head/ WCM**  
**BHEL\_IVP, Goindwal Sahib**  
**Distt. Tarn-Taran, Punjab**

**Dear Sir,**

**Sub:** Request for Clarification

**Ref:** 1) NIT/Tender Specification No: .....,  
 2) All other pertinent issues till date

Sl no.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized  
 Representative of the Bidder)

**TENDERER**

**ACCEPTING OFFICER (BHEL)**

FORMAT 04

**DECLARATION**

I/We hereby declare that I/we have not been Banned/Suspended/Blacklisted or de-listed by any PSU/Government Department/ Financial Institution / Court and no case is pending with the police / court against our firm/partner or the company.

Date: (Signature, with name, date & seal of authorized representative of the bidder)

**TENDERER****ACCEPTING OFFICER (BHEL)**