

Name of Works: SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20

Enquiry No : 9471900045/ 01.04.2019

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING TENDER

1.	Tender Ref No:	9471900045/ 01.04.2019																												
2.	Name of works	SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20																												
3.	Location of work	BHEL TRICHY.																												
4.	Period of contract	Six months from the date of award of contract.																												
5.	Earnest Money Deposit	₹ 1,71,320 /- (Rupees one lakh seventy one thousand three hundred and twenty only) (Offer without EMD will be summarily rejected)																												
6.	Tender Document details	<table border="0"> <tr> <td>A] Part-I <u>Technical Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">03</td> </tr> <tr> <td>ANNEX -1B (Scope of Work & Technical Terms and Conditions)</td> <td style="text-align: right;">04</td> </tr> <tr> <td>ANNEX -1C (General Terms & Conditions of Contract)</td> <td style="text-align: right;">13</td> </tr> <tr> <td>ANNEX -1D (Special Terms & Conditions of Contract)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>ANNEX -A (Declaration)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -B (No deviation certificate)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -C (EMD payment Instruction E-COLLECT)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -D (Tender Opening authorization letter)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - E (EFT Format)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - I (CA Certificate for MSE Bidder)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX - G (List of Consortium Banks)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>B] Part- II <u>Price Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX -II (Price bid)</td> <td style="text-align: right;">02</td> </tr> </table>	A] Part-I <u>Technical Bid</u>	<u>Pages</u>	ANNEX-1A (Technical Bid-Qualifying Criteria)	03	ANNEX -1B (Scope of Work & Technical Terms and Conditions)	04	ANNEX -1C (General Terms & Conditions of Contract)	13	ANNEX -1D (Special Terms & Conditions of Contract)	02	ANNEX -A (Declaration)	01	ANNEX -B (No deviation certificate)	01	ANNEX -C (EMD payment Instruction E-COLLECT)	01	ANNEX -D (Tender Opening authorization letter)	01	ANNEX - E (EFT Format)	01	ANNEX - I (CA Certificate for MSE Bidder)	01	ANNEX - G (List of Consortium Banks)	01	B] Part- II <u>Price Bid</u>	<u>Pages</u>	ANNEX -II (Price bid)	02
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7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at Works Contracts Management (WCM) Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014																												
8.	Contact person from BHEL Trichy	Satya Prakash Dy Manager / WCM; 0431 257 5242; e-mail: satyaprakash@bhel.in Philip P G SM/ WCM; 0431 257 1913; e-mail: philip@bhel.in																												
9.	Working Area Contact details	Shri S Balamurugan Sr Dy GM / Valves Production. e-mail : baluagani@bhel.in / Ph: 0431 257 4053																												
9.	Last Date for Receipt of Tender	30.04.2019 / 10:00 Hrs.																												
10.	Date of Techno Commercial Bid Opening	30.04.2019 / 10:30 Hrs.																												
11.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.																												

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INSTRUCTIONS TO THE TENDERERS

The Tender should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by **10:00 Hrs. on 30.04.2019** or the same may be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by **10:30 Hrs (IST) on 30.04.2019** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

The bidders may contact Dy. Manager / WCM (0431-2575242, 1573) Email: satyaprakash@bhel.in (OR) SM / WCM (0431-2571913) philip@bhel.in M/s Bharat Heavy Electricals Limited, Tiruchirappalli - 620014, for any clarification required in this regard.

BHEL shall not responsible for any delay in submission of tender by post.

Bidder has to submit (1) EMD draft in separate covers, (2) Part-I (Techno-Commercial bid) & (3) Part-II (Price bid)

1. The first envelope shall contain EMD related documents and super scribed as EMD Cover for NIT / Tender Ref Number and name of the work.

Offer without EMD in separate Cover will be summarily rejected. Also such EMD related documents even if kept in along with second envelope (Technical bid envelope) or third envelope (Price bid envelope) will not be considered.

1. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL, Trichy (Along with offer)/ EFT payment details vide SBI Collect as EMD (Before tender opening). EMD in any other form (One Time EMD etc.) is not acceptable.
2. EMD is waived off for MSE (Micro and Small Enterprises only) vendor submitting UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2018 or later** / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2018 or later** where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

2. The second envelope shall contain Part-I (Technical bid documents shall sign on all the copies and affix vendor's seal) and shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No. and name of the work)

3. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover, sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No. and name of the work).

The Tender (envelope containing Part I & II) should reach this office on or before the due date and time. Tenders received after due date and time will not be considered for evaluation.

Note:

1. The contract will be awarded for a period of **Six Months** from the date of award of contract.
2. The quoted rate shall be valid up to six months from date of Tender opening.
3. The service charge rate shall remain firm for the entire period of the contract.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**

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6. Mode of receipt of offer shall be by registered post/ by hand /e-mail /speed post / courier etc.,
7. **BHEL does not guarantee any minimum quantity.**
8. No other pre conditions along with your offer will be entertained by BHEL
9. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
10. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**
- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work, if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All pages of the tender document and supporting documents shall be dully signed, stamped and Submitted along with the offer in token of acceptance.
- (e) Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- (f) Any additional documents submitted by the bidder during processing of the tender shall not be accepted unless it is dully signed, stamped even if the documents are received in soft form.
- (g) 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.
- (h) Bidder has to quote as per the Work / Rate schedule. Price bid quoting in any other form will not be accepted and will be rejected.
- (i) Bidder has to quote in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (j) 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, duly self-attested must be accompanied.
- (k) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (l) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (m) 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.
- (n) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its Directors / Managing partner's / Managing director and there 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.
- (o) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (p) 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.
- (q) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

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NOTE

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

Check List for Enclosures

SL No	Description	Remarks
	Separate EMD Cover containing EMD of ₹ 1,71,320/- in form of Cash deposit / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL, Trichy / EFT payment details vide SBI Collect as EMD EMD is waived off for MSE (Micro and Small Enterprises only) vendor submitting UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2018 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2018 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME. EMD Cover shall super scribed Tender Ref Number and name of the work.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2	Separate Technical Bid Cover containing Duly signed and stamped tender documents and supporting Documents indicating Tender Ref Number and name of the work	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.1	Experience of Execution of Works as per scope of work or works related to production support services in production establishment /Manpower supply in any central / state Govt./ PSU company /Private organisation executed after 31 st march 2011 as per the clause 3 of qualifying criteria.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.2	Minimum average annual financial turnover ₹ 25.70 lakhs or more for any three consecutive years out of last five financial years (Income Tax Return acknowledgment, Balance Sheet and Profit & loss account statement duly signed by CA with CA membership number)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.3	Duly signed and stamped Copy of Income Tax Registration (PAN)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.4	Duly signed and stamped Copy of Goods and Service Tax (GST) Registration Document	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2.5	Duly signed and Sealed “ Declaration” and “No deviation certificate” in letterhead as per enclosed Annexure-A & B	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
3	Separate Price Bid cover containing quoted price bid with signed and stamped for all schedules.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

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ANNEXURE-1A

PART-I (TECHNO COMMERCIAL BID)

A: Contractor Profile

1.	Name of the Agency /Company /vendor.	
2.	Status of the Company / Firm	() Public Limited () Private Limited () Public Sector / Govt. org () Partnership Firm () Single Ownership
3.	Address:	
4.	Phone No.:	
5.	E-mail Address:	
6.	Name and Contact details of person for communication related to Tender	
7	BHEL Vendor Code (If any) (If vendor code is not available, kindly Submit the original RTGS Format enclosed as annexure-E with cancelled cheque leaf)	
8	Labour License details. (Copy of Labour license to be attached) Note : If labour License not obtained by the contractor the same has to be obtained before commencement of Work.	() Registered and Copy Enclosed () Not Registered
9	PF Registration (No. & Date) (Copy of PF Registration to be attached)	Copy of PF Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
10	ESI Registration (No. & Date) (Copy of ESI Registration to be attached)	Copy of ESI Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
11	MSE Statue	<input type="checkbox"/> MSE Bidder / <input type="checkbox"/> Non MSE Bidder

NOTE:

If vendor fails to get Labour License (As applicable), PF and ESI registration within 30 days of award of work, EMD / SD shall be forfeited and penal action shall be taken as per Extant rules of BHEL.

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B: Qualifying Criteria:

<p>1</p>	<p>Technical Competence :</p> <p>₹ 1,71,320 /- (Rupees one lakh seventy one thousand three hundred and twenty only)</p> <p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure -C for making EMD payment through SBI-E collect)</p> <p>ii) Cash deposit / Bankers Cheque / Pay order / DD drawn in favor of BHEL, Trichy / FDR (in the name of the Contractor, a/c BHEL) in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks (Along with the Offer)</p> <p>iii) EMD is waived off for MSE (Micro and Small Enterprises only) vendor submitting UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2018 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on 31st March 2018 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.</p> <p>Offer without EMD (as stated in any one of the above form) in separate cover will be summarily rejected.</p> <p>EMD of successful bidder shall be converted to / adjusted against Security Deposit.</p>	<p>DD/ PAY ORDER DETAILS:</p> <p>AMOUNT: ₹</p> <p>DD NO:</p> <p>DD DATE:</p> <p>ISSUING BANK:</p> <p style="text-align: center;">OR</p> <p>RTGS PAYMENT DETAILS:</p> <p>AMOUNT: ₹</p> <p>RECEIPT NO:</p> <p>RECEIPT DATE:</p> <p>BANK DETAILS:</p> <p style="text-align: center;">OR</p> <p>UAM / NSIC DETAILS</p> <p>UAM / NSIC NO:</p> <p>CATEGORY: MICRO/ SMALL /</p> <p>DATE OF ISSUE:</p>
<p>2</p>	<p>Experience of Execution of Works as per scope of work or works related to production support services in production establishment / Manpower supply in any central / state Govt./ PSU company / Private organisation executed after 31st march 2011 in any of the following ways.</p> <p>a) Three Works/Service contracts each costing not less than the contract value of ₹ 34.26 Lakhs</p> <p style="text-align: center;">OR</p> <p>b) Two Works/Service contracts each costing not less than the contract value of ₹ 42.83 Lakhs</p> <p style="text-align: center;">OR</p> <p>c) One Works/Service contract costing not less than the contract value of ₹ 68.53 Lakhs</p> <p>(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order copies along with Form 26AS / TDS certificate / bank statement for payment from the organisation for the work executed)</p>	<p><input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed</p>

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3	Financial Soundness		
3.1	Vendor shall have average annual turnover ₹ 25.70 lakhs or more for any three consecutive years out of last five financial years ending on 31 st march 2018 (2013-14,2014-15, 2015-16, 2016-17 & 2017-18) or assessment years (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) (Documentary evidence should be submitted as per the following clauses 3.2 & 3.3)	Average Annual Turnover of three consecutive years. ₹ Lakhs.	
3.2	Profit and Loss account statement & Balance Sheet for any three consecutive years out of last five financial years ending on 31 st march 2018 (2013-14,2014-15, 2015-16, 2016-17 & 2017-18) or assessment years (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) duly certified by chartered accountant with CA membership number. (Non-submission of document for any three consecutive years will lead to rejection of offer)	Financial years	Please Tick (√) in the appropriate box
		2013-14	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
3.3	Income Tax Return Acknowledgment for any three consecutive years out of last five financial years ending on 31 st march 2018 (2013-14,2014-15, 2015-16, 2016-17 & 2017-18) or assessment years (2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) (Non-submission of document for any three consecutive years will lead to rejection of offer)	Assessment years	Please Tick (√) in the appropriate box
		2014-15	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2015-16	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2016-17	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2017-18	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
		2018-19	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

4	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	Copy of Income tax Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
5	Goods and Service Tax (GST) Registration (Copy of registration details indicating GSTIN to be submitted along with offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	Copy of Goods and Service Tax (GST) Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed Applicable GST for this tender :%
6	Declaration and No deviation certificate should be signed & stamped and Submitted in your company's letterhead (To be enclosed as per Annexure-A & B)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed

NOTE: 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 viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid and affix his seal

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ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

The Contractor shall maintain Trained Competent Personnel on the job to ensure smooth delivery of the services as set forth in the Scope of Work and services in the Annexure 1B.

BILL OF QUANTITY

SL NO	Description of Work	Manpower category	UOM	Manpower/day (A)	Working days in contract period (B)	Total Man-days C= (A X B)
1	Non-core production support services for Valves Production	Supply of Un-skilled Manpower	Man days	80	150	12000

Note: The manpower requirement per day is subject to change based on fluctuations in work load and demand by BHEL

Scope of Work and Working Instructions

The non-core production services activities of the Works Contract include:-

1. Assistance to Valve Assembly and testing
2. Assistance in Valve finishing prior to handing over
3. Furnace refractory cleaning and oil removal at Heat Treatment Shop
4. Assistance extended to QC on LPI and MPI
5. Shot Blasting and Painting of valve components and valves assembly
6. Material movement from Stores to Machine Shop
7. Material movement from Stores to Assembly Shop
8. Valves movement between Bldg-7 steam test station and Bldg-5
9. Completed Soot Blowers from Bldg-5 to Bldg-1 West Shipping Yard
10. Removing the Turnings and borings from the machine and bins and metal-Scrap, electrode bits over to Disposal Stores
11. Cleaning the area in and around the machine
12. Cleaning of Machines, tools and accessories
13. Cleaning of welding wastage in Welding area
14. Cleaning of painting spillages in Painting area
15. Removal of wastage from Grinding and Lapping Machine
16. Water Treatment Plant - removal of wastage chemical, refilling of chemicals
17. Removal of shot blasting dust
18. Boiler area cleaning and boiler operation/maintenance support
19. Spring shop at HRDC area cleaning.

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C. CONTRACT PERIOD AND PLACE OF WORK:

- The work shall be carried out for a period of Six Months from the date of award of work.
- The work shall be carried out at BHEL-Trichy.

D. LIQUIDATED DAMAGES (LD)/PENALTY:

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

- a) Recover from the tenderer, liquidated damages and not by way of penalty, a sum of 0.5% (half percentage) of total value of the contract (excluding taxes) per day of delay in mobilization, subject to a maximum of four weeks. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond four weeks.
- b) Recover from the tenderer, liquidated damages and not by way of penalty an amount of ₹ 500 /- (Rupees five hundred) per day in the event of any delay in making the payment of any wages or dues to the all contractual workers by the tenderer i.e. after 07th of subsequent month.
- c) Recover from the tenderer, liquidated damages and not by way of penalty a sum of ₹ 1000 /- (rupees one thousand) per man day for each such default, if the tenderer fails to carry out the activities mentioned in the contract with less number of employees than required by BHEL, on any day during the contract period.
- d) The total of these recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.
- e) In case of any change of order value, LD shall be subject to a maximum of 10% of the revised order value.

E. PAYMENT TERMS:

1. Payment will be made on pro-rata basis based on number of man-days of service provided after acceptance and certification of area In-charge (BHEL Executive).
2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a. The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time
 - b. 2 copies of Proof of attendance will be the basis for payment, Bio-metric attendance is must.
 - c. 2 copies Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities
 - d. 2 copies of proof of payment made to employees through nationalised bank
 - e. 2 copies of wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL.
 - f. 2 copies of ESI Challan paid in the name of individual's name
 - g. 2 copies of PF Challan paid in the name of individual's name
 - h. Any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

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5. No advance may be paid for operational or any other expenses.
6. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

F. OTHER TERMS & CONDITIONS FOR THE CONTRACTOR:

1. The contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises.
2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
3. Attendance register should be maintained by the contractor.
4. All safety equipments to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
5. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
6. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
7. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
8. Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
9. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
10. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
11. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
12. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
13. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
14. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
15. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
16. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
17. The bill should be submitted within a week after execution of work during the calendar month @one bill per month.
18. Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
19. BHEL -Trichy reserve the right of awarding the contract to more than one contractor.

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20. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
21. The Contractor may visit to the BHEL Premises before quoting to access the quantum of work.
22. Applicable Taxes, if any should be mentioned separately.
23. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving initiation to the vendor.

General Conditions:

1. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

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

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

2. Heading to the Contract 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 the respective area HOD/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. Work to Be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

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

5. Assignment of Transfer of Contract:

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

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6. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

7. Compliance to Regulations and Bye-Laws:

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

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

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

Modes of Deposit:

The EMD shall be accepted only in the following forms:

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

Forfeiture of EMD:

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

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

General Terms related to EMD:

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

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

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

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

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iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

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

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

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract or any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 7 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

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

1. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
4. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

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10. Orders under the Contract:

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

11. Preference to Make in India:

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

12 Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees’ Liability Act-1938, Employees’ Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees’ State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
6. As per the circular issued by HR-Welfare/ BHEL dt 08.04.2014, the following additional wages per month has to be paid by the Contractor to his employees over and above the minimum wages declared by the Government of Tamil Nadu as:
 - a) Unskilled : ₹ 3200/-
 - b) Semi-skilled : ₹ 3700/-
 - c) Skilled : ₹ 4100/-
 - d) Highly Skilled : ₹ 4300/-

The above additional wages & minimum wages will also attract PF, ESI, Bonus etc .

7. Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to **which are applicable to General Engineering and Fabrication Industry and BHEL’s additional wages**, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective nationalised bank accounts by means of NEFT/ RTGS/ IMPS.

Contractor shall provide the details of manpower to be deployed for the subject scope of work with the following details

SL No	Name	Identification proof	Savings account bank details of nationalized bank	Confirmation and acceptance by contract employees for bank details and payment of salary in there bank account.
1				
2				
3...				

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Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details as per the above table

While submitting the bills, the contractor should submit a proof of payment made to employees through nationalised bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL.

Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be reimbursed/ adjusted based on actual payment made to contract labours only. **service charges as indicated in Part B of Price bid will not be payable on such additional amount.**

- 8 The contractor should remit the salary/wages of their workmen only through nationalised Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalised bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
- 9 No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
- 10 The contractor should pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.

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.
- 11 The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- 12 Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
- 13 The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.00% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.00% of monthly wages should be remitted as PF i.r.o. each employee.
- 14 ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the Contractor.
- 15 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.
- 16 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:

- | | | | |
|-----|-----------|---|--|
| (a) | Form XIII | - | Register of Workmen employed by contractor (Rule 75) |
| (b) | Form XIV | - | Employment card issued by contractor (rule 76) |
| (c) | Form XVI | - | Muster Roll (Rule 78(1) (a) (i) |

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- | | | | |
|-----|--|---|--|
| (d) | Form XVII | - | Register of Wages (Rule 78(1) (a) (i) |
| (e) | Form XVIII | - | Register of wages-cum Muster Roll (in case of weekly Payment) |
| (f) | Form XIX | - | Wage Slip (Rule 78) (b) |
| (g) | Form XX | - | Register of deduction for damages of loss (Rule (78) (1) (a) (ii) |
| (h) | Form XXI | - | Register of files (Rule 78) (1) (a) (ii) |
| (i) | Form XXII | - | Register of advance (Rule 78)(1) (a) (ii) |
| (j) | Form XXIII | - | Register of overtime (Rule 78) (1) (a) (iii) |
| (k) | Form XXIV | - | Return to be sent by the contractor to licensing officer (Rule 82) |
| (l) | any other records/registers required to be maintained by the contractors under statutory provisions applicable to him. | | |

13. Precautions against Risk:

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

14. Damage & Loss to Private Property & Injury to workmen:

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

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

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

15. Laws Governing the Contract:

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

16. Cancellation of Contract for Corrupt Acts:

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

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If the Contractor shall:

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

17. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. Cancellation of Contract in Part or Full for Contractor's Default:

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or

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items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. Termination of Contract on Death of Contractor:

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

20. Special Power to Termination:

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

21. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. Post- Technical Audit of Work and Bills:

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

23. Refund of Security Deposit:

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

24. Force Majeure Clause:

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

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25. Arbitration:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.

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

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

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

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

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

26. JURISDICTION:

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

27 SECRACY OF CONFIDENTIAL INFORMATION:

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

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proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

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

28. Signing of Contract:

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

29 FRAUD PREVENTION POLICY

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

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

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

31. RISK PURCHASE:

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

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

32. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
3. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
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.
5. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
6. The contractor should educate his employees in registering the attendance through the system.

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7. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
8. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of ₹ 200/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her employee.
11. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

33. Notices of Accidents

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

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

34. Government Law's Covering Under This Contract.

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. Tamil Nadu 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 colour 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 Tamil Nadu Factories Rules.

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The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

And any other law, or modifications to the above or to the rules made there under from time to time.

35. Common Terms and Conditions for service Contract relevant to Safety:

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contract 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.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
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.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
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.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. 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.

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

1. *MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2018 or later** / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2018 or later** where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.*

2. Definitions of MSEs owned by Women is under:

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

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

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

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

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

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

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

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

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

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

4.3 Revenue Officer not below the rank of tahsildar.

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

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

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

5.1 Since the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.

5.2 The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

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

37. Preference to Make in India:

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

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

- The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
- Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

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

2. EVALUATION CRITERIA:

- a. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be invited for Price bid opening. same will be conducted with prior information to the eligible bidders to facilitate the presence of the bidders.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of Offer for award of work shall be on the basis of “Total Cost to BHEL”. **Package Wise L1 basis on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. In case of more than one L1 bidders for respective schedules, BHEL will invite 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. In such cases Non-MSE Bidders will not be considered for draw of lots.
3. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. Award of Contract:

Contract will be awarded to Single source on total package wise.

5. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).
2. In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per Price ranking ascending order.
3. Since the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.

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6. RATE FINALIZATION

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

7. DISCREPANCY IN WORDS & FIGURES· QUOTED IN PRICE BID:

- I. 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 purchaser 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.
- II. 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
- III. 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 (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will 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 purchaser, the bid is liable to be ignored.
- V. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid shall be liable for rejection.
all overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

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PART-I (Declaration)

ANNEXURE-A

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

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DECLARATION

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

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The Service charge % quoted in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
9. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization
10. Confirm that other than the bidder, none of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
11. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

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PART-I (No deviation certificate)

ANNEXURE-B

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

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We M/s. do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work & Technical Terms and Conditions)
3. Annex-1C (General Terms & Conditions of Contract)
4. Annex-1D (Special Terms & Conditions of Contract)

We have read and clearly understood all the Terms and conditions in Tender Schedule of SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20 Enquiry No: 9471900045/ 01.04.2019 and accordingly we accept the same without any Deviation what so ever.

We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation

I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.

Your Faithfully

Authorized signature
with seal and address

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ANNEXURE-C

EMD PAYMENT WIDE E-COLLECT

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

STEP BY STEP PROCEDURE:

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

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

**HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:
(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)**

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

Name of Works: SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20

Enquiry No : 9471900045/ 01.04.2019

ANNEXURE-D

PROFORMA (SAMPLE)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s..... (name of the Tenderer) hereby

authorizing (name of the representative) to participate in

the Tender opening of **SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20**

Enquiry No: **9471900045/ 01.04.2019**

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

(Signature of the representative)

Authorized signature
with seal and address

Name of Works: SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20

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Annexure-E

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

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

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

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

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

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

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

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

Name of Works: SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20

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Annexure - I

Certificate by Chartered Accountant on letter head for MSE bidder

This is to Certify that M/S (hereinafter referred to as 'company') having its registered office at is registered under **MSMED Act 2006**, Udyog Aadhaar Memorandum(UAM) **No:** dtd:, **Category:**(Micro/Small/Medium) (Copy enclosed) / Entrepreneur Memorandum(Part - II) **No:** dtd:, (Copy enclosed)(Strikethrough wherever not applicable)

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006 :

Rs.Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :

Rs.Lac.

(Strike off whichever is not applicable)

The above investment of Rs.Lacs is within permissible limit of Rs.Lacs for..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 E dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Name of Works: SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20

Enquiry No : 9471900045/ 01.04.2019

Membership Number –
Seal of Chartered Accountant.

ANNEXURE-II

PART-II (PRICE BID)
WAGE ESTIMATE FOR MANPOWER

Sl.No	Description	Un-Skilled manpower
1	Minimum Basic wages as per HR circular dated 03.02.2018 per day (Govt GO dt: 31.01.2018)	₹ 258.50
2	Minimum DA as per HR circular dated 31.03.2017 per day	₹ 163.00
3	Additional amount to be paid to the contract Employee by the contractor over and above the Minimum wages as per the corporate guidelines Vide circular BHEL: HR: W: EW Dt. 18.04.2014	₹ 123.08
4	Effective Rate per DAY	₹ 544.58
5	(PF @ 12% + EDLI @ 0.5 % + Admin charges @ 0.5 %)	₹ 70.80
6	Employers ESI @4.75	₹ 25.87
7	Bonus @8.33 %	₹ 45.36
8	Total wage per person per man day in ₹	₹ 686.60
<i>Break up details for wage and other payments to be taken care by the contractor & Payment to be made to Individuals Bank Account by the contractor</i>		
a)	Effective Wage per day	₹ 544.57
b)	PF to be deducted from Individual @ 12.00%	₹ 65.35
c)	ESI to be deducted from Individual @ 1.75%	₹ 9.53
d)	Balance	₹ 469.69
e)	Bonus	₹ 45.36
f)	Amount to be paid to Individuals Bank A/c including bonus	₹515.05
g)	Total PF contribution (EC + MC)	₹ 136.14
h)	Total JESI contribution (EC + MC)	₹ 35.40
i)	Total wage per person per day	₹ 686.59
j)	Total man days as per BOQ	12,000
k)	Total value in ₹ (12,000 Man-days X ₹ 686.59)	₹82,39,080

The above mentioned prevailing minimum wage is indicative only and subject to change as and when the GO Notification is issued.

NOTES

1. The Service charge quoted shall remain firm and valid throughout the entire Contract period and no extra payment will be reimbursed to the contractor by BHEL. Service charge will not be changed or will not be applicable on **any change** of DA/ wages / statutory payments to the contract labor.
2. **The Tenderer has to quote of service charge only in %. Price bid quoting in any other form will not be accepted and will be rejected.** Price bid evaluation will be made on the basis of rate
3. **The service charge percentage should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.**
4. No other pre conditions along with your offer will be entertained by BHEL

Name of Works: SERVICE CONTRACT FOR NON CORE PRODUCTION SUPPORT SERVICES FOR VALVES PRODUCTION (VPN) AREA AT BHEL TRICHY FOR SIX MONTHS DURING 2019-20

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5. The above minimum wages as per the guidelines of government of Tamilnadu plus BHEL's additional wages inclusive of bonus being paid is subject to change as and when the minimum wages are revised by the competent authority.
6. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also service charge percentage quoted by vendor is inclusive of all taxes and duties levied excluding GST .

PRICE BID

Part I:		
A	Total Amount payable to workmen against the contract in ₹	82,39,080/-
Part II:		
Contractors Overhead and profit - on Part I A		
B	Service Charge (in % of over and above ₹ 82,39,080 /-) (Quoting less than 0.01 % offer will be summarily rejected) (e.g. 03.33 % {in figures} zero three point three {in words} etc.,)	_____ (In figure) _____ _____ _____ (in words)
C	Applicable GST* @	_____ %
BHEL will arrive at the total Value of the Contract by summing up part I+II & Applicable taxes		
Evaluation of offer shall be done on Net Cash outflow to BHEL after taking into account applicable Taxes and Duties		
Note: This estimate is exclusive of GST, which will be paid extra with submission of documentary evidence .		
1	Contractor has to quote only positive % up to two decimals 0.01 and above (e.g. 03.33 % {in figures} zero three point three three {in words} etc .,) towards all related expenditure including All PPE including uniform, shoes, margin etc. in Part B of Price Bid Format. Request for any other payment will not be entertained by BHEL for whatsoever reason except as indicated in Sl. No. 2. Changing any other value in Price Bid will lead to rejection of the Price Bid. Amounts mentioned in Part I is statutory in nature. Quoting less than 0.01 % offer will be summarily rejected.	
2	Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be reimbursed/ adjusted based on actual payment made to contract labours only. <u>Service charges as indicated in Part B of Price bid will not be applicable on such additional amount.</u>	
4	The contract labour may be allowed weekly off on any day other than Sunday also, depending upon exigencies of work / BHEL requirement.	
5	In case of more than one L1 bidders, BHEL will invite 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. In such cases Non-MSE Bidders will not be considered for draw of lots.	
6	No contract labour will be allowed to enter into BHEL premises without Uniform.	
7	Applicable taxes and duties if any to be indicated separately with present applicable rate	
8	The labour engaged under this contract / tender cannot be deployed in any other works. Violation of this rule will be viewed seriously.	