

**Name of Woks:** WORKS CONTRACT FOR REPAIR AND SERVICING OF ROLLING SHUTTERS IN HPBP FACTORY AREA INCLUDING UNIT-II AND SSTP AREA AT BHEL-TRICHY FOR 2017-18.

**Enquiry No:** WCF/90317 00001 / 22.05.2017

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014  
WORKS CONTRACTS MANAGEMENT  
PART-I (TECHNO COMMERCIAL BID)**

**NOTICE INVITING TENDER**

1.	Tender Ref No:	WCF/90317 00001 / 22.05.2017
2.	Name of works	WORKS CONTRACT FOR REPAIR AND SERVICING OF ROLLING SHUTTERS IN HPBP FACTORY AREA INCLUDING UNIT-II AND SSTP AREA AT BHEL-TRICHY FOR 2017-18
3.	Location of work	BHEL-TRICHY
4.	Period of contract	10 months from the date of Award of contract.
5.	Earnest Money Deposit	₹ 10,000/-
6.	Tender Document details	A] Technical Bid - 42 pages B] Price bid - 04 Pages.
7.	Place of Submission of Tender Document	Tender Drop Box at <b>Works Contracts Management (WCM) Building 53,First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014</b>
8.	Last Date for Receipt of Tender	14.06.2017 / 10:00 Hrs.
9.	Date of Techno Commercial Bid Opening	14.06.2017 / 10:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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**INSTRUCTIONS TO THE TENDERERS**

SEALED TENDERS for the above work are hereby invited from contractors experienced in works of similar kind and magnitude. TENDERS must be submitted in sealed cover consisting of 3 (THREE) inner sealed covers all super scribing the name of work, tender ref no etc. The offer should be addressed to SENIOR MANAGER, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach WCM Dept. on or before **14.06.2017** at 10:00 Hrs. or the same may be dropped in the Tender Box kept at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

Tenders will be opened on **14.06.2017** at 10:30 Hrs. (IST) at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL shall not responsible for any postal delay.

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

- a. The first envelope shall contain DD / Pay order drawn in favor of BHEL,Trichy or details of Electronic fund Transfer for EMD and super scribed as EMD Cover for NIT / Enquiry No.

Note: 1. **Offer without EMD cost will be rejected**

**2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.**

- b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)
- c. 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).

**Note:**

1. The contract will be awarded for a period of 10 months from the date of ordering.
2. The quoted amount (rate which will be worked out by BHEL as per annexure II) shall be valid up to four months from date of Tender opening.
3. The rates so arrived, shall remain firm for the entire period of the contract (including extended period) in case WO is awarded.
4. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties "and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable service tax, will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the service tax criteria for all the vendors who had participated in the tender. In case of exemption from the payment of service tax, the contractor has to submit a declaration along with the tender**

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5. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
6. BHEL reserves the right to increase or decrease the tendered quantity.
- 7. BHEL does not guarantee ordering of any minimum quantity.**
8. 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.
9. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
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.

**11. MSE VENDORS: -**

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

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**Annexure - A**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... (Here in after referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part - II) ..... Dtd: ....., Category: ..... (Micro/Small). (Copy enclosed). 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 ever is not applicable) Category under MSMED Act 2006. Or The company has been graduated from its original category (Micro/Small) (Strike off whichever 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€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership Number - Seal of Chartered Accountant.

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**A: Contractor Profile**

1.	Name of the Contractor	
2.	Address	
3.	Phone No.	
4.	E-mail Address	
5.	BHEL Vendor Code ( If any )	

**B: Qualifying Criteria:**

Sl. No.	Qualifying Criteria	DETAILS
1	1. During the last 7 years, ie since 01-05-2010 to 30-04-2017, should have executed works similar to Supply and fixing of Rolling Shutter, Servicing of rolling shutters, etc a) Three similar works for a value of ₹ 2.00 lakhs each (or) b) Two similar works for a value of ₹ 2.50 lakhs each (or) c) One similar work for a value of ₹ 4.00 lakhs Work order / Award of Contract / Service completion certificates issued by any	

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	Central / State Govt. / PSU company / Private Organization. Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization or Form 26 AS or Bank statement for transaction of payment.	
2	Service Tax Registration No: (Document to be attached) (Declaration to be attached if Vendor is Exempted from paying Service Tax.)	
3	PAN Details (Document to be attached)	
4	PF Registration (No. & Date ) (Copy of PF Registration to be attached)	
5	ESI Registration (No. & Date ) (Copy of ESI Registration to be attached)	
	<p>Acceptance Clause :</p> <p>We have read all the terms and conditions stipulated in every page of this tender, noted the job content &amp; site conditions.</p> <p>We have quoted our offer for all items listed in the Bill of quantities by taking care of unit of measurement given against individual items.</p> <p>We have not taken any deviation from tender clauses as enumerated in the tender and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null &amp; void.</p> <p>We confirm to have submitted our offer strictly in accordance with tender instructions.</p>	<p><input type="checkbox"/> Accepted</p>

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**BILL OF QUANTITY (APPROXIMATE) AND SCOPE OF WORK**

**(REF ANNEXURE -II FOR ARRIVAL OF RATES BY BHEL REG % ALLOCATION)**

Sl. No.	Description	UOM	Quantity	% allocated
1	One time effective servicing, attending minor repairs during the servicing, greasing for all type of rolling shutters (both pull and push and gear type) for all sizes etc., complete as per the specifications and instructions of the Engineer-in-charge. The quoted rate is for the repairs, all adjustments, bolt nut tightening including removing shutters, brackets and other accessories if necessary, re-fixing the shutter in position and all other incidental charges, tools and plants, cost of grease scaffolding charges ,etc., complete (Scaffolding materials shall be arranged by the contractor at his own cost).	SQM	790	72.33%

Sl. No.	Description	UOM	Quantity	% allocated
2	Supplying and replacing the following worn out / damaged spares wherever required as per the instruction of engineer-in-charge. The quoted rate shall include cost of spares, bolts, nuts, washers, scaffolding charges welding charges, labour charges all other incidental charges etc., complete.			
A	M.S. Bottom Rails 12 G	M	4	0.26%
B	M.S. Built up Bottom rails	M	3	0.20%
C	M. S. SHAFT Cage reconstruction	M	30	2.00%
D	M.S Top cover for pull & push type	M	2	0.31%
E	M.S Top cover for pull & push type 18 G	M	3	0.46%
F	Coiled springs for pull & push type 18 G	No	5	0.55%
G	M. S. Laths 18 G	M	15	0.66%
H	Coiled springs for GEAR TYPE - ISWG 60 To 65 rounds 4.5" dia	No	4	1.77%
I	Coiled springs for GEAR TYPE - ISWG 65 To 70 rounds 4.5" dia	No	6	2.97%

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J	M. S. Worm with pedestal - for GEAR TYPE	No	4	0.88%
K	C. I. Gear Wheel 9" to 12" - for GEAR TYPE	No	3	0.99%
L	C. I. Bevel Wheels - for GEAR TYPE	No	3	1.32%
M	End Clips - for GEAR TYPE	No	5	0.05%
N	Locking stopper without welding cleat	No	4	0.55%
O	Welding of locking cleat	No	8	0.66%
P	M.S. handles with bolts	No	8	0.76%
Q	M.S. Pulleys 9" to 12"	No	3	0.21%
R	M.S. Rings 9" to 12"	No	5	0.33%
S	M.S. Gear box with bevel wheels	No	4	3.53%
T	32mm x 75mm x 3.25mm tk. guide channel with fixing cleat	M	6	0.54%
U	Providing and fixing of ball bearings for rolling shutters	No	6	0.73%
V	Supply & fixing mechanical device chain and crank operation for operating rolling shutters. Exceeding 10.00 sqm up to 16.80 sqm in area	SQM	4	0.26%
W	Supply & fixing mechanical device chain and crank operation for operating rolling shutters. Exceeding 16.80 sqm in area	SQM	4	0.39%

Sl. No.	Description	UOM	Quantity	% allocated
3	Dismantling of rolling shutter at various heights including stacking the materials safely at the specified places as directed by the Engineer - in-charge. Rate includes cost of all labour, scaffolding and other incidental charges etc., complete	SQM	6	0.75%

Sl. No.	Description	UOM	Quantity	% allocated
4.	Supplying and replacing the following damaged/ wornout spares wherever necessary to suit the existing door as per the instruction of Engineer in- charge.. The offered rate includes cost of spares, bolts, nuts, washers, Tools and Plants all labour charges and all other incidental charges etc., complete.			
A	Top pivot for aluminium door	No	2	0.18%
B	Bottom pivot for aluminium door	No	2	0.20%

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C	Mortice lock brass body 4 lever (Ekri/Victory brand or equivalent)	No	2	0.30%
D	Heavy duty double action floor spring (ISI marked)	No	2	0.76%
E	EPDM Gasket gasket/rubber beading D/O/U type . Payment will be made for the actual length of gasket supplied & fixed	M	300	2.05%

Sl. No.	Description	UOM	Quantity	% allocated
5	Conveying from BHEL stores to site of work and fixing rolling shutters in proper position, all as directed by the Engineer-in-charge. Rate includes loading, leading, unloading and fixing of roller shutter including side brackets, gear box, lubricating the bearings etc., complete and making it fit for operation. Labour charges only.	SQM	5	0.28%

Sl. No.	Description	UOM	Quantity	% allocated
6	Supply and fixing D type Anodised Aluminium handle - 125 mm , furniture fittings of approved brand and quality (ISI marked) in the appropriate position of doors, windows, ventilators, cupboards etc. with appropriate screws, nails etc., all as per standard specifications and instructions of Engineer in charge.	No	30	0.22%

Sl. No.	Description	UOM	Quantity	% allocated
7	Servicing / overhauling, oiling, cleaning of aluminium door / window shutter of any size for smooth operation as per instructions of Engineer-in-charge. Rate includes cost of tool and labour (Excluding cost of spares which will be paid separately) and other incidental charges etc. complete	SQM	70	2.55%

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**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.**

- a. Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- b. Conditional, unwitnessed, 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. Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- d. 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
- e. The contractor shall quote only the lowest possible total amount, inclusive of all taxes (except service tax which will be paid by BHEL extra as applicable) that can be offered for the intended quantity. Rate for individual items of BoQ will then be arrived by BHEL, as per annexure- II
- f. The total amount quoted shall be written in words as well as figures. Wherever there is a difference in the two, the rates quoted in words will be taken as final and binding on the contractor.
- g. 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 accompany the proprietor or partner.
- h. If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- i. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- j. 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. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- k. 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.

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- l. Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- m. All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the tender will be hosted on BHEL & Govt. Tenders websites only (<http://www.bhel.com>, <http://tenders.gov.in/> or <https://eprocure.gov.in> )and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- n. 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.
- o. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- p. The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- q. The contractor shall strictly adhere to various labour laws in force.
- r. The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- s. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- t. In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappalli-14 shall be final and binding on the Contractor
- u. **Water , Electrical energy, compressed air required for the work will be provided by BHEL at free of cost at the locations wherever possible. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of same. Contractor shall ensure that there is no wastage of same, otherwise supply of above is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required electrical cables at their own cost for further distribution.**
1. The amount offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete.

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However if the service tax is applicable for this contract, the same will be reimbursed on production of valid documentary proof for having paid the service tax by them.

2. The works contract to be entered into with the successful tenderer will be governed by BHEL General Conditions of Contract in force.
3. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand,
4. The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him
5. If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
6. Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
7. All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
8. The contractor has to carry-out the work in production shops without affecting the day to-day production activities.
9. The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
10. Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
11. Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex
12. Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions
13. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.

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### **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 respective area **HOD** 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 Sr.Manager / 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. Work To Be Carried Out:**

The Contract shall include all labour include all labour, materials, tools, plants equipment and transport which may be required in preparation for, and in the entire execution and full completion of the work. The insertion of the name of any firm of suppliers in the Tender Documents is for the purpose of obtaining a particular class or quality of materials or workmanship but the articles or

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materials specified may be obtained from any other firm subject to prior written approval of the Engineer – in – charge. 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 and completion of the work. No extra charges consequent on any mis-understanding in these respects or otherwise will be allowed.

**4. Deviations:**

The contractor shall carry out any Scope of work as per instructions of Executing official.

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

**5. Assignment of Transfer of Contract:**

The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL. In such cases, all the subcontractors and their employees are also bound by the terms and conditions stipulated in the tender .

**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)

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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)

In case total EMD amount is more than ₹ 20 Lakh, the amount in excess of ₹ 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

**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 15 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

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)

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**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.

At least 50% of the required Security Deposit, including the EMD, should be remitted by the contractor before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor

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 of 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 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

**9. 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.

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. This is a time bound contract for period mentioned, and does not envisage any extension of time. (Extension if any

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will be on mutual acceptance by BHEL as well as the contractor subject to same tender terms and conditions, for reasons as deemed fit).

**10. Contractor's Supervision:**

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- b) Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- c) The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- d) The respective area AGM shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**11. Labour:**

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, Workmen's Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time
3. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages. Certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in the format specified
4. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
5. As per BHEL circular HR-Welfare circular dt 08.04.2014, the following additional wages per month has to be paid by the Contractor over and above minimum wages declared by Tamil Nadu Government to labors as:
  - a) Unskilled : ₹ 3200/
  - b) Semi-skilled : ₹ 3700/-
  - c) Skilled : ₹ 4100/-

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**6. "The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through Banking channel, the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month.**

**12. 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 minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**13. 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 **AGM** 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 where BHEL is a private person, 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 Workmen's Compensation Act or otherwise.

**14. Laws Governing the Contract:**

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

**15. 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.

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

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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.

**16. 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 the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall a rise 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 without the prior written approval of the BHEL.

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 **AGM**) 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 **AGM** 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 **AGM** 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 conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

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**17. 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 **AGM** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:
- c) 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 c only such work order or 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 **AGM** 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 **AGM** 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 **AGM** whose decision shall be final and conclusive.

**18. 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.

**19. 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 **AGM** 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.

**20. Submission and Processing Of Bills:**

**Payment of Bills:**

1. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by respective area **Engineer in charge**.

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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. 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 month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. 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.

**21. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:**

- a) Documentary proof for payment of PF/ESI with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- b) Copy of payment challan of previous Month / Quarter as proof of deposit of Service Tax along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- c) Any other relevant document which is required from time to time as per BHEL requirement.
- d) 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.

**22. 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.

**23. 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.

**24. Refund of Security Deposit:**

The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

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**25. 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.

**26. Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **HOD** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the Arbitrator, to be appointed by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**27. 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.

**28. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

a) LD shall be levied @ 0.1 % of the order value per week of delay or part thereof subject to a maximum of 10 % of the full order value.

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b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10% of the revised order value.

**29. 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.
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.100/- 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 Rs.100/-.
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.

**30. Common Terms and Conditions for Works 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

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(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.

**31. 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.

**32. 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".

**33. 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

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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**

**34. STATUTORY REQUIREMENTS:**

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.  
Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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

**36. 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.

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

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telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

**38. CHANGE IN CONSTITUTION OF FIRM:-** Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

**39. Employer Interests:-**

Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant Dispatch documents to ensure correctness of each dispatch and each delivery.

**CONDITIONS RELATED TO THE WELFARE OF LABOURS**

- a) The Minimum Wages as prescribed by the State Government from time to time and additional payment as per BHEL circular should be paid to the Contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
- b) 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.
- c) He has to have his own PF and ESI Codes and comply with the relevant Acts.
- d) The Contractor has to remit PF, ESI for his workers for the same amount which he paid as total wages to the employees on monthly basis
- e) 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

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occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

The contractor has to remit the salary/wages of their workmen preferably through Bank, directly to the salary/savings account of the employee concerned. Wherever the number of contract workmen employed by the contractor is more than ten and the contract period is more than one month, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.

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.

- f) *The Contractor will have to make payment to the Contract Personnel, as per minimum wages prescribed by the Government of Tamil Nadu from time to time and additional payment per month (over and above the minimum wage) as given below, any amendment to the government notification, from time to time will be applicable and become part and parcel of these conditions.*

Unskilled	-----	₹ 3,200/-
Semiskilled	-----	₹ 3,700/-
Skilled	-----	₹ 4,100/-

- g) *The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.*  
h) *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.*  
i) *Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.*  
j) *The Contractor has to remit PF, ESI for his workers for the same amount which he paid as total wages to the employees on monthly basis.*

**A. 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.

**B. 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.

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**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

### **Common Terms and Conditions for Works Contract relevant to Safety:**

Following points shall be ensured for the safety of contract employees.

#### **I. Identity and Entry:**

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractors not to employ people whose age is below 18 years.
3. HR/ Welfare will issue passes to the trained employees only.
4. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

#### **II. Training:**

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts the contractors has to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

#### **III. Dress Code:**

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers.

#### **IV. Procedures:**

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.

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2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

**Work Permit Instructions**

1	Work at height	Only experienced and qualified persons shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
2	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space

**Equipments:**

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.
5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.

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7. Wires /cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

**V.** Welfare:

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System

**VI.** Violations:

The following will be treated as serious violations and appropriate actions are to be Initiated by the users.

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.
12. Any willful act that creates unsafe conditions.

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

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- 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

Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact **subsequently** comes to light, the Contract may be cancelled.

### **Registration with BHEL**

1. Every Contractor shall register his name with the Welfare Section of BHEL before taking up the work awarded to him by giving the following information getting a Code Number:
  - a) The Name of the Contractor
  - b) Nature of Contract Work
  - c) Period of work
  - d) Number of maximum labour employed by him on any one day
  - e) License No. & Date (Applicable in case of contractor employing 20 or more workers)
  - f) Whether enrolled for PF, ESI, etc., and enrolment No.

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#### **40. Signing the Tender**

The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose

Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

#### **41. Witnessing the Tender opening**

The representative of the Bidder may choose to witness the Tender opening have to produce the Authorization Letter, as per the enclosed proforma, before opening of the Tender. The representatives without Authorization Letter in the prescribed format will not be allowed to participate in the Tender opening.

Only one representative from one bidder will be allowed to participate in the Tender opening.

#### **42. 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.

#### **Records and Measurements:**

All items having a financial value shall be entered in the B.H.E.L Measurement Book so that a complete record is obtained of all works performed under the Contract. The measurements shall be taken jointly by any person duly authorized on the part of the BHEL and by the Contractor. The Engineer-in-charge shall give reasonable notice in writing to the Contractor of

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appointment for measurement. The Contractor shall, without extra charge, provide assistance with appliance and other things necessary for measurement. The Contractor shall bear all the cost of measurement of his work. Measurement shall be entered in the B.H.E.L Measurement Book and signed and dated by both parties each day at the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the B.H.E.L a note to that effect will be made in the BHEL Measurement Book or against the item or items objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement. If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part, the expense of such re- measurement shall be borne by the party requiring the measurement.

Measurement to be re-taken, provided that a net error is found by this remeasurement to amount to less than 5% (five percent) of the value as recorded by the first measurement. But, where the net errors amount to 5% and over of the said value, then the cost is to be borne by the other party. In any case, if the net value of errors found exceeds Rs. 500/- the expense of re-measurement is to be borne by the other party. If the Contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurement and in that case these measurements shall be accepted by the Contractor as final.

The contractor shall, once every month, submit to the Engineer-in-charge with a copy to the Civil Manager/Senior Engineer details of his claims for the work done by him up to and including the previous month which are not covered by his Contract Agreement in any of the following respects;

- a. Deviation from the items and Specifications provided in the contract documents.
- b. Extra Items/New Items of work.
- c. Quantities in excess of those provided in the contract schedule.
- d. Items in respect of which rates have not been settled. He should, in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claim and that no further claims shall be raised by him in respect of the work done up to and including the period under report.  
Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specification, measurements shall be taken in accordance with relevant standard method of measurement issued by the Indian Standard Institution or as per standard engineering practice.

43. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.

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44. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.

45. The work must be completed within the period specified against the tender.

46. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You / your authorized representative may participate in the tender opening with authorization letter for Tender opening.

47. Documentary evidences (Xerox copies –self-attested) for turnover, works experience, value of work executed in the similar nature of work, etc EPF, ESI, Service tax and Balance sheet ,Profit & Loss account & IT returns for the years specified etc., all as required & indicated in the tender document should be furnished, without which the tender shall not be considered for further evaluation. The tenderers shall produce original document for verification if so decided by BHEL.

48. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower and technically capability will be discussed and ascertained by the committee.

49. BHEL reserves the right to verify the credentials of the bidder at any time. Details of qualifying work(s) executed by the bidder may be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder may be sought from the principal employer.

50. The works executed in the own name of the tenderer only will be considered for eligibility criteria.

51. The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) → Tender Notification → List of Banned Firms )

52. Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines

53. Documents submitted along with the offer shall be duly signed and stamped in each page by bidder/authorized representative of the bidder

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54. No advance / mobilization advance will be given and the part payment or advance for raw materials brought by the successful tenderer will not be paid. Payment will be made only for the quantities actually executed for a finished item of work as measured and accepted finally. No separate payment will be paid for invisible and visible wastage and scrap materials. No advance payment will be made. No part payment will be made.

55. The rate offered is for finished item of works as per Bill of quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract

56. The rate quoted includes all taxes except service tax. However the service tax as applicable for this contract work can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the service tax payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed.

57. New Taxes / Levies

In case the Government imposes any new levy / tax on the output service / goods / work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax / levy / duty etc. becomes applicable after the date of Bidder's offer, the Bidder / Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

58. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
59. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
60. Quotations received from bidders who do not fulfil the Pre qualification requirement shall be summarily rejected without any further evaluation and information to bidders.
61. It shall be the responsibility of the contractor to ensure that, all the certificates submitted for pre-qualification, remains valid at all times even after award and during the entire duration of contract
62. The works contract to be entered in to with the contractor will be governed by the BHEL Revised General Conditions of contract in force.
63. Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the

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tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.

64. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
65. The expenses for completing and stamping the agreement shall be borne by the contractor
66. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of four months from the date of opening of tenders.
67. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents before submitting their tender.
68. Unless the contractor whose tender is accepted should remit the necessary security deposit specified within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.
69. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract
70. If after opening of tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
71. The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
72. The tenderers are advised to go through the conditions stipulated in Health & Safety of Contract Labourer. Any violation thereof will invite punitive action being taken against them.
73. Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.

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**Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor"s representative at the work spot**

74. Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion basis.
75. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
76. Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.
77. The contractor by submitting the tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time
78. Time is the essence of the contract. The contractor shall ensure and maintain uninterrupted progress of the work as directed by Engineer in charge such that the work shall be completed within the time imposed
79. The work shall be executed in a workman-like manner and to the satisfaction in all respects of the Engineer-in-charge
80. Inspection of the work: BHEL officials concerned with the Contract shall have power at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required to be given for such inspection and examination. Should Engineer-in-charge consider, at any time during the contract, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract (in respect) the decision of Engineer-in-charge shall be final and conclusive. the Contractor shall on demand in writing from the

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Engineer-in-charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may be required at his own expense to the entire satisfaction of the Engineer-in-charge and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand as aforesaid, the Engineer-in-charge may carry out the work by other means at the risk and expense in all respects of the Contractor.

81. It will be the responsibility of the Contractor to ensure that the contractor himself, their sub contractors, agents and labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.
82. BHEL reserves its right to reject the tender at any stage on account of unsatisfactory past performance by the present tenderer in another project / sister unit awarded under different enquiry.
83. If in case of Price bid opening, if there is a tie in quoted L1 amount, then ranking will be decided based on Lot system
84. The Contractor shall ensure that his workmen vacate the premises after the shift is over.
85. None of the documents issued with reference to the contract shall be used by the contractor for any purpose other than that of this contract. The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian official Secrets Act 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.
86. The Contractor shall fully indemnify B.H.E.L or the agent, servant, or employee of B.H.E.L against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article / or part thereof included in the contract. In the event of any claims being made or action brought against B.H.E.L or any agent, or servant or employee of BHEL in respect of matters aforesaid the Contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the BHEL but the Contractor shall pay any royalties payable in respect of any such use.
87. Stores and Materials  
The Contractor shall, at his own cost and expense, provide all materials required for the works, unless specified otherwise in Bill of quantities. All materials to be supplied by the Contractor shall be of the best kind as described in the specifications and the

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Contractor shall, if requested by the Engineer-in-charge, furnish proof to the satisfaction of the Engineer-in-charge, that the materials so comply with the specifications. The contractor shall, at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work for approval of the Engineer-in-charge, who may reject the materials not corresponding either in quality or character to the approved samples. In the case of stores provided, if specified, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required assembling and jointing the several parts together as necessary and incorporating or fixing these stores materials in the work, including all preparatory work of whatever description as may be required, and of closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

88. **Admission to Site:** The Contractor shall not enter on (other than for inspection purposes) or take possession of the site unless permitted to do so by the Engineer-in-charge. The portions of the Site to be occupied by the Contractor will be clearly defined and marked on the site plan, and the Contractor will on no account be allowed to extend his operations beyond these areas. The Contractor shall provide, if necessary or required at the Site, temporary access there to and shall alter, modify and maintain the same as required from time to time. He shall take out and clear away the access route when no longer required and restoring the area to its original condition. The Engineer-in-charge shall have power to execute other works (whether or not connected with the work in the contract agreement) on the site contemporaneously with the execution of the original work and Contractor shall give reasonable facilities for this purpose. B.H.E.L reserves the right of taking over, at any time, any portion of the site which they may require and the Contractor shall at his own expense clear such portion forthwith. No photographs of the Site or of the work or any part there of shall be taken, published or otherwise circulated without the prior approval of the Engineer-in-charge. No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs. B.H.E.L Officials connected with the Contract shall have the right of entry to the Site at all times. Engineer - in charge shall have the power to exclude from the site any person whose admission there to may, in his opinion be undesirable for any reason whatsoever.
89. The Engineer-in-charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the regulations. The Contractor shall be liable primarily for all payments to be made under the contract and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors
90. In the unforeseen event of inordinate discontinuity of work is anticipated, BHEL at its discretion may consider short closing the contract. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value. Contract value for this purpose shall mean executed contract value plus value of unexecuted portion of work as per rate schedule.

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**91. Final Bill**

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

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ANNEXURE- I

**FORMAT FOR CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTORS**

Name & Address of the Client.....

Details of works executed by Shri . M/s .....

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Date of commencement :
4. Stipulated date of completion :
5. Actual date of completion :
6. Details of compensation levied for delay, if any:
7. Tendered amount :
8. Gross amount of the work completed :
  
9. Name and address of the authority under whom work executed :
  
10. Whether the contractor employed qualified Sanitary Inspector / Supervisor during execution of work? :
  
11. (i) Quality of work (indicate grading) : Outstanding/V.Good/Good/Poor  
(ii) Amount of work paid on reduced rate basis, if any :
  
12. (i) Did the contractor go for arbitration? :  
(ii) If yes, amount of claim :  
(iii) Amount received :
  
13. Comments on the capabilities of the contractor  
(a) Technical Proficiency : Outstanding/V.Good/Good/Poor  
(b) Financial Soundness : Outstanding/V.Good/Good/Poor  
(c) Mobilisation of adequate Tools & Plants: Outstanding/V.Good/Good/Poor  
(d) Mobilisation of manpower : Outstanding/V.Good/Good/Poor  
(e) General behaviour : Outstanding/V.Good/Good/Poor

NOTE: All columns should be filled in properly.

Signature of the Certifying Officer with Official seal

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ANNEXURE- II

**Illustration for arriving the rates for individual items of BoQ by BHEL for the total amount quoted by the vendor**

Contractor shall only quote the total amount for the work and not the individual rates for every item of BoQ. The amount quoted shall include all taxes except service tax. Applicable service tax would be paid extra.

The rates for the individual items of BoQ would be arrived by BHEL as follows,.

**In this illustration, assume there are 5 items in the BoQ. The respective quantity and Percentage allocation is specified as below.**

**Assuming the amount quoted by a vendor is 10,00,000/- ( Ten lakhs) for the entire package for the given quantity below,**

S No	Item	Quantity	% allocation
1	1	50	15%
2	2	33	20%
3	3	27	25%
4	4	21	30%
5	5	18	10%

**Then, For item no 1,**

**Amount allocated for item 1 would be = 15% X 10,00,000 (since % allocation is 15% for this item)**

$$= \text{Rs } 1,50,000 \text{ /-}$$

**Hence the rate for item 1 would be = 1,50,000 / 50 = Rs 3,000/-**

**In the same manner the rates for all other items would be arrived as follows,**

**Item 2= Rs 6,060.60**

**Item 3 =Rs 9,259.26**

**Item 4 =Rs 14,285.71**

**Item 5=Rs 5,555.55**

**The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor**