

TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/NGP-OAS/2205

FOR

Providing Manpower for Work Station Supporting services

(Up-keeping of departmental records) for

BHEL-PSWR office at Nagpur

VOL-I : TECHNICAL BID SPECIFICATION



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

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Tender Specification Issue Details

NO: BHE/PW/PUR/NGP-OAS/2205

FOR

Providing Manpower for Work Station Supporting services (Up-keeping of departmental records) for BHEL-PSWR office at Nagpur

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)
Place: Nagpur
Date:

2205

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	T.S. NO. BHE/PW/PUR/NGP-OAS/2205
ii	Broad Scope of job	Providing Manpower for Work Station Supporting services(Up-keeping of departmental records) for BHEL-PSWR office at Nagpur
iii	DETAILS OF TENDER DOCUMENT	
	<i>PART- Tender Specification Applicable</i>	
	<i>PART-II</i>	
		<i>Price Schedule (Absolute value).</i> <i>Applicable</i>
iv	Issue of Tender Documents	Date: 05/11/2019 Through E-Tender Portal www.bhel.com Tender documents will be available for downloading from website till due date of submission <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 18/11/2019 , Time :15.00Hrs Email/registered post/by hand only Place : BHEL-PSWR, Nagpur Email detail mentioned in procedure for offer submission <i>Applicable</i>
vi	OPENING OF TENDER	Technical Bid will be opened 1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. <i>Applicable</i>
vii	EMD AMOUNT	Rs.1,98,040 /- (Rupees One Lakh Ninety-Eight Thousand Forty Only) <i>Applicable</i> (*---Refer Annex-02 "Imp. Information" of NIT for MSE Vendors)

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viii	COST OF TENDER	NA	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: Atleast 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Viveka Nand Jha, Dy Manager (Purchase) E-mail: vivekjha@bhel.in PH: 0712-3048732</p> <p>Tapish Kumar , Dy Manager (Purchase) Ph: 0712-3048732 E-mail: tapishkhandelwal@bhel.in</p> <p>&</p> <p>Navin Kumar Singh (HR) E-mail: navinks@bhel.in Ph: 0712-3048655</p> <p>Manish Tripathi (HR) Email: manisht@bhel.in Ph: 0712-3048646</p>	Applicable
X	Pre-Bid Discussion	<p>Date: 11/11/2019 11:00 AM Venue: BHEL-PSWR Office, Nagpur</p>	Applicable
xi	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

~~3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favor of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays~~

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions of Contract Clause no. In case of remittance of EMD through Demand Draft/Pay

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Order, same shall be in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. In case of remittance of EMD through Bank Guarantee (for the balance EMD amount in excess of Rs 2 Lakhs) OR through FDR.

5.0 In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below:-

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Description/ Mode of Submission	EFT	Cash	FDR	DD/Pay Order
Proof of EMD along with the offer	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit at BHEL office	Scan Copy has to be uploaded	Scan Copy has to be uploaded
Submission of EMD to BHEL PSWR, Nagpur			The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	Original DD/ Pay order to be sent through Registered Post

6.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

5.1 Bidders have to submit their offer through **Email/registered post/by hand only** and following documents are required as Bidders offer:

- I. 'No deviation Certificate' as per SI No 5.2
 - II. Proof of EMD as per SI No 5.3 below
 - III. All documents mentioned in Check list (Annexure 4 of this NIT)
 - IV. Password Protected "Price Bid" as per SL No 5.4 (Part-II)
- (Part-I)

5.2 Bidder has to submit "**No deviation certificate**" on or before the due date as indicated (Note: Submission of "No deviation certificate" would imply bidder's compliance with all the NIT terms and conditions.)

5.3 Proof of EMD viz Copy of Cash receipt issued by BHEL of requisite amount, Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the

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Companies Act (FDR should be in the name of the Contractor, a/c BHEL), copy of receipt of Electronic Fund Transfer of requisite amount or scanned copy of Banker's cheque / Pay order / FDR / Demand Draft, through email along with 'No Deviation Certificate' and other documents on or before the due date as indicated. However in case of EMD remittance through Banker's cheque / Pay order / FDR / Demand Draft, same shall be submitted to BHEL before Price Bid Opening. Any delay beyond a reasonable time will lead to the disqualification of the bidder.

5.4 Password Protected Price bid shall be submitted through email (password protected) ~~in hard (in separate sealed cover)~~ on or before the due date as indicated. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later. Price bid shall be opened upon completion of part – I documents.

5.5 The email offer shall be addressed to following mail ids

I. tapishkhandelwal@bhel.in

II. vivekjha@bhel.in

III. navinks@bhel.in

IV. manisht@bhel.in

V. prchiwarkar@bhel.in

- Bidders are not required to submit any other documents other than those detailed in SI No. 5.1

~~6 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped)~~

Sl no	Description	Remarks
	Part I A	
	ENVELOPE – I Superscribed as : -PART I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	

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	<p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="padding-left: 40px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 40px;">ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii. —	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled in annexures, formats etc as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix. —	Volume – I B : Special Conditions of Contract (SCC)	
x. —	Volume – I C : General Conditions of Contract (GCC)	
xi. —	Volume – I D : Forms & Procedures	
xii. —	Any other details preferred by bidder with proper indexing.	

	PART - I B	
	<p><u>ENVELOPE – II superscribed as:</u> PART I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:-</u></p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;"><u>OR</u></p> <p>— Documentary evidence for ‘One Time EMD’ with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

	PART - II	
	<u>PRICE BID</u> consisting of the following shall be enclosed	
	<u>ENVELOPE - III</u>	

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	<p>superscribed as: PART II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	<p>Covering letter / Offer forwarding letter of Tenderer enclosed in Part I</p>	
ii	<p>Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)</p>	

	OUTER COVER	
	<p>ENVELOPE IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>	
i	<p>○ Envelopes I ○ Envelopes II ○ Envelopes III</p>	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9 Void.
- 10 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11 For any clarification on the tender document, the bidder may seek the same ~~in writing or~~ through e-mail, by mentioning NIT No, reference clause of tender

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document and Bidder's query within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal network delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

- 12 ~~BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.~~
- 13 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15 ~~Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**~~
- 16 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17 ~~In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.~~
- 18 Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19 ~~BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .~~

~~However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard~~

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~~will be final and binding on bidder.~~

- 20 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 24 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25 The bidder may have to produce original document for verification if so decided by BHEL.
- 26 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1
 - ~~e. Special Conditions of Contract (SCC)—Volume 1B~~
 - ~~f. General Conditions of Contract (GCC)—Volume 1C~~
 - ~~g. Forms and Procedures—Volume 1D~~

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

for BHARAT HEAVY ELECTRICALS LTD

AGM Purchase

Enclosure

01. Annexure-1: Pre Qualifying criteria
02. Annexure-2: Important Information.
03. Annexure-3 : MSE Declaration
04. Annexure-4: Check List
05. Other Tender documents as per this NIT

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PRE QUALIFYING REQUIREMENTS (Annexure-1)

JOB	Providing Manpower for Work station Supporting services (Up-keeping of departmental records) for BHEL-PSWR office at Nagpur
TENDER NO	BHE/PW/PUR/NGP-OAS/2205

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>Technical</u> Technical Bidder must have successfully executed any of the following (Criteria B.1 OR B.2 OR B.3 OR B.4) similar Job (Providing manpower Services at any office premises/Institution/ Organization/ Commercial establishments /Firm /Companies/factories etc. in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1) Bidder must have executed the similar job of cumulative value of Rs.59.41 Lakhs or consist of the service of at least 274 Man months in a span of 2 years (consecutive 24 months) against single or multiple work orders.</p> <p>OR</p> <p>B.2) Executed the Similar job of value not less than Rs.79.22 Lakhs or consists of min 365 man months in Single work order.</p> <p>OR</p> <p>B.3) Executed Similar job in Two work orders of value not less than Rs 49.51 Lakhs or consists of the service of min 228 man months .</p> <p>OR</p> <p>B.4) Executed Similar job in three work orders of value not less than Rs 39.61 Lakhs or consists of the service of min 182 man months .</p>	APPLICABLE	<p>1. Bidder to furnish work order & proof of work execution to establish the Technical Qualifying Criteria.</p> <p>2. Bidder should have executed the similar job either of mentioned value or Provided the service of mentioned Man months to satisfy QR. B</p>

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C-1	<u>FINANCIAL TURNOVER</u> Bidders must have achieved an average annual financial turnover of Rs. 29.71 Lakhs or more over last three Financial Years (FY) i.e. Financial Years 2016-2017, 2017-2018 & 2018-2019	APPLICABLE	
C-2	<u>NETWORTH (only in case of Companies)</u> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<u>PROFIT</u> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
C-4	<u>NCLT DECLARATION</u> Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect	APPLICABLE	
D	Bidder should have PAN number. (Copy of PAN card to be submitted)	APPLICABLE	
E	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <p>1. For the criteria (B1), actual executed value shall be considered.</p> <p>2. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-</p> $P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} \right\} + \left\{ 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$			

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Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-19, then bid submission month shall be reckoned as April'19 and index for Jan'19 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

- 3. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.**
4. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
- 5. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.**
6. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) .
7. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.
8. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years (except for PQR B.4) ending on the 'latest date' of Bid submission.
- 9. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed**

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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Annexure -2

IMPORTANT INFORMATION

1. **The offers of the bidders who are on the banned list as 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 ---> Tender Notification -> List of Banned Firms)**
2. **Refer Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf**
3. **The offers of the bidders who are under suspension as also the offers 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.**

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

4. **All Statutory Requirements as applicable for this project shall be complied with.**
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5. **BHEL Fraud Prevention Policy. "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**

6. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

~~"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back to back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"~~

7. **Please take note of following Revised Tender Clauses:**

- ~~i) Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD~~
- ii) General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No 2.7.10 (New), Clause No 2.28.5 (New)

8. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT.)

To avail the above benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or 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 copy of a CA certificate (format enclosed at Annexure- 3 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 said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is 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.~~

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

FORFEITURE OF EMD:

EMD by the Tenderer will be forfeited as per Tender Documents if:

- I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within recommended work commencement date.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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- EMD given by all unsuccessful tenderers shall be refunded after of award of work.
 - EMD shall not carry any interest.
 - EMD of successful tenderer will be retained as part of Security Deposit.

9. Security deposit

9.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations

in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be **5 % of the Contract Value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

9.2 **Modes of Security Deposit:** The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of 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 for Security Deposit shall be in the prescribed formats.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.
- v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

9.3 **Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted **before start of work**. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

9.4 **Delay in 1st submission of SD:** SD is to be furnished by the vendor before start of work. No payment will be released till SD is submitted by the vendor.

However if requested by the vendor, cash recovery equivalent to SD value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SD value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

9.5 **RETURN OF SECURITY DEPOSIT** Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

10. REJECTION OF TENDER AND OTHER CONDITIONS (Revised w.e.f 09th Apr 2013)

10.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more tenderers as per NIT.
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
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- 10.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 10.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India.
- 10.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 10.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 10.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 10.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 10.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 10.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 10.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 10.11
- a) Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer / Bid submission (i.e Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. However incase the bidder offering the discount on specific item(s) becomes L-1 and work gets awarded, BHEL shall ensure that L-1 status of the bidder remains unchanged during execution of the contract due to quantity variation by reduction in contract value to the extent required. In case of Reverse Auction, the price submitted by the bidder during online sealed bid and further Reverse Auction, shall be the discounted price. No further discount shall be applied by BHEL for evaluation.
- b) Unsolicited discounts/revised offers received after the due date and time of offer / Bid Submission (i.e Part-I bid) shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered. (This clause shall not be applicable incase the unsolicited revised offer is towards enhancement of rates/price)
- 10.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
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Annexure-3

MSE ANNEX

To be Certificate by Chartered Accountant on letter head

This is to Certify that M/s _____, (hereinafter 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 on date _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 _____ Lakhs

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 the MSMED Act, 2006:

Rs _____ Lakhs

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

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is.....

..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) 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

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR**

T.S. NO BHE/PW/PUR/NGP-OAS/2205

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Check List (Annexure-4)

Bidder should duly fill all information in table given below:

1	Name and Address of the Tenderer	
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (<u>Please tick (√) whichever applicable</u>)
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: E-mail ID:
4	EMD DETAILS	DD No: Date : Bank : Amount:
		APPLICABILITY BIDDER REPLY
5	Offer Forwarding letter/ Tender submission letter	Applicable YES / NO
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA is understood and filled with proper supporting documents referenced in the specified format	Applicable YES / NO
7	Audited profit and Loss Account for the last three years submitted	Applicable YES/NO
8	Copy of PAN Card submitted	Applicable YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable YES/NO
10	Declaration confirming knowledge about site condition	Applicable YES/NO
11	Declaration by Authorised Signatory submitted	Applicable YES/NO
12	No Deviation Certificate submitted	Applicable YES/NO
13	Declaration for relation in BHEL submitted	Applicable YES/NO
14	Copy of GST registration Certificate (If not applicable , a declaration to be submitted by bidder)	Applicable YES/NO
15	Bank Account Details for E-Payment submitted	Applicable YES/NO
16	Declaration for Reverse Auction	Applicable Yes/No
17	Power of Attorney for Submission of Tender (If tender is signed other than Proprietor, Managing Partner, Director)	Applicable YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

AUTHORIZED SIGNATORY

DATE :

2205

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
Chapter-I Scope of work and Terms & conditions

Subject: Tender for Job / services of Work Station Supporting services (Up-keeping of departmental records) for our office at Nagpur.

Dear Sir(s),

We are pleased to invite your tenders, in sealed covers for the subject work. The terms & conditions of the tender are mentioned below:

1.00 GENERAL TERMS & CONDITIONS OF TENDER:

1.01 BHEL desires to have a contractor for Job / services of up-keeping of departmental records in BHEL Office at 345 Kingsway, shri mohini complex 5th & 6th floor.

1.02 Tender Enquiry No. & due date must be legibly superscribed on all the envelopes.

1.03 Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.

1.04 Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.

1.05 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

1.06 BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time.

1.07 Tenders received after due date & time are liable to be rejected.

1.08 BHEL reserves the right to increase or decrease the no. of workforce up to ± 05 at the same rates and terms and conditions of this contract during the currency of the contract.

1.09 Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, technical specifications and price bid etc.

1.10 No overwriting / correction in the Price Bid by the bidder shall be allowed. However if correction is unavoidable, the same must be duly signed by authorized signatory.

1.11 In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

1.12 Each tenderer has to deposit EMD of ₹ Rs.1,98,040 /- (Rupees One Lakh Ninety-Eight Thousand Forty Only) for the above job/services and the same will be in the form of E-PAYMENT OR Pay Order or Demand Draft only in favour of BHEL, payable at Nagpur EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his rates.

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1.13 Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.

(i) The EMD shall not carry any interest.

(ii) EMD shall not be refunded to the contractor except in accordance with the terms of the contract.

1.14 EMD of successful tenderer will be converted into security deposit as per General Conditions of Contract and will be refunded to the contractor upon successful completion of the work/service contract.

1.15 The percentage of monthly agency service charges as quoted in **Price bid** shall remain firm for the entire contract duration however the contract value of the job contract will vary depending on the following:

a) Any changes in the monthly consolidated wages fixed by BHEL;

b) The periodic Wage/VDA increase, as and when notified by the Maharashtra Government will be applicable in the contract and accordingly the monthly bill of the contractor will get amended;

c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law.

d) Payment to the contractor will be subject to TDS as per rules in force from time to time.

1.16 The value of contract will be worked out based on the percentage service charges as quoted by bidder. Service Charge **(in percentage)** as quoted by the bidders should be **inclusive of all taxes (excluding goods and service tax)**.

1.17 Evaluation of the bidders will be done based on quote of percentage service charges mentioned in Price Bid. The contract would be awarded to the bidder quoting the minimum monthly agency service charges per workforce as indicated at Price bid format. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates (%). This process would continue till the distinct L1 rate is arrived.

The L-1 bidder shall have to disburse Monthly Wages, excluding goods and service tax, strictly as per the attached wage structure.

1.18 The contract will be applicable for **a period of Two years** from the date of award of the job contract and it can be short closed also.

1.19 **Validity of rates:** Once the contract is entered, the agreed Agency Service Charge (in percentage) shall remain firm for the entire contract duration & will not vary on any account what so ever be the reason. However, any changes in the quantum of Goods and Service Tax, if applicable, due to statutory variation, the same shall be admissible during the tenure of the Contract.

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1.20 Tenderers are requested to go through the scope of services, **visit the premises etc.** and get fully acquainted with the scope of services required for the premises including the existing job contract of the said premises and get their doubts clarified regarding the above job before submitting the offer.

1.21 Tenderer must note that any false information/data or any suppression of facts will disqualify them even at a later stage also. The contractor will deploy trained and efficient workforce for the above job contract. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authority as & when needed.

1.22 The Contractor shall confirm that he shall abide by and is willing to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of this Agreement and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.

1.23 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.

1.24 Penalty will be levied by BHEL as per relevant clauses of the tender on account of delay, violation of contract conditions and non-performance of the Contractor.

1.25 The successful tenderer will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

1.26 The deficient services if any pointed out by BHEL is not rectified by the contractor within the specified time given by BHEL authority, then contractor will be levied penalty of 500/- per case /activity /service and same shall be deducted by the Company from the monthly bill payable to the contractor.

1.27 In case any manpower does not report for duty and Contractor does not deploy the alternate manpower in substitute of absent person, BHEL shall recover a penalty @ Rs.100/- per day per person from RA bills or any amount due to contractor. This recovery is in addition to non-payment of wage for absent days.

1.28 Successful bidder has to get register/open his local branch office for better coordination on or before the completion of 03 months of contract period failing which BHEL reserves the right to cancel/terminate the running contract at its own discretion.

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2.00 SPECIAL TERMS & CONDITIONS OF TENDER:

2.01 Approximately **17 Nos.of Unskilled, 01 Nos of Semi-Skilled & 01 No. Skilled workforce** as required in the above mentioned BHEL premises **shall be retained by the contractor** under new job contract.

2.02 Mandatory Insurance cover for all the workforce of the contractor for a sum insured of 2.00 Lakh for each workforce of the contractor. The contractor has to assess the premium of insurance cover for his contract period.

2.03 The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the Company and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.

2.04 Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating the performance Timely rendering of services, Quality of works/services, Compliance with statutory requirements, Safety consciousness, Maintenance of staff in proper uniform.

2.05 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

2.06 The successful contractor will accept full and exclusive liability for the consolidated wages, PF, ESI, Bonus for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.

2.07 BHEL will have no liability whatsoever concerning the workforce deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the contractor.

2.08 The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.

2.09 If at any time during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the contractor's workforce are not to

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the satisfaction of the Company or any terms of the contract are violated and contractor does not respond for improvement of the same in such situation BHEL reserves the right to terminate the contract with a notice period of one month and may recover the undone cost from his bill or may forfeit the Security Deposit in part of full as the case may be.

2.10 In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor have to submit an affidavit as per specimen attached duly signed by all the workforce deployed at BHEL on a stamp paper of 100/- duly notarized.

2.11 **JURISDICTION** : Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Nagpur (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

2.12 Both the Company and Contractor hereby agree that all differences / disputes/ interpretations arising out of or in connection with this Agreement shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole arbitrator to be appointed by the General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in Nagpur and the Arbitrator's decision shall be final and binding on both the parties.

2.13 The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to Nagpur/Maharashtra regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.

2.14 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc.

2.15 The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. The Company shall not

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be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.

2.16 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in total.

2.17 This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to all the work premises covered under this Agreement and will remain in force for a period of twenty four months which can be further extended on the same terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The Contractor can also terminate the contract with one month notice.

2.18 **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in **the contract** on day to day basis on **all working days in a week, 8½ Hrs. with half an hour lunch break.**

2.19 Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Contractor has to meet the shortages of leave /absenteeism through leave reserve / buffer workforce. Any deficiencies of the scope of services, the monthly payment of the Job / services get deducted to the tune of shortages on account of leave / absenteeism after providing buffer workforce.

2.20 The contractor shall not render any extra services unless he receives specific written instructions in writing from the Head of Administration of concerned work premises.

2.21 Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisor daily for closely monitoring services under the job contract and the work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. The major responsibility of the works Supervisor at BHEL premises would be as under:

(i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.

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(ii) Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.

(iii) To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.

(iv) To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.

2.22 BHEL will nominate under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.

2.23 The Contractor shall visit the work premises of the Company covered under this Agreement once in a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.

2.24 The Contractor shall be held responsible for any damage / loss to the work premises / or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.

2.25 The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.

2.26 The successful contractor shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce employed for this contract. Any obligation on account of the above will be the liability of the Contractor.

2.27 The successful contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.

2.28 Successful contractor shall have to execute contract agreement on a non Judicial Stamp Paper of 100/- at Nagpur.

2.29 **LABOUR LICENCE:** The successful contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under contract Labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days of from the date of work order if the number of workforce engaged at any working day shall exceed the minimum requirement as per the applicable law.

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2.30 IDENTITY: The Contractor shall ensure that the work force/supervisors engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each work force shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

2.31 CHARACTER VERIFICATION AND ANTECEDENCE: The contractor should get the character / antecedence of each and every workforce deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the workforce deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Officer-in-Charge.

2.32 PROVIDENT FUND: The successful bidder shall obtain Provident fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in 01st week of April month.

2.33 ESI: The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue **Latest digital ESI card** to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.

2.34 LEAVE / HOLIDAYS: for every workforce deployed in our premises, the contractor will give one day's weekly off for every six continuous working days,

2.35 BONUS: The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 20% (Range minimum @ 8.33% to Maximum 20% as per PBA 1965) to their workforce during the contract period of 2 years.

2.36 WAGES: All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in Wage structure, which shall be made through cheque or direct credit in the bank accounts of its workforce, the proof of which has to be submitted along with the monthly R.A. Bill. The issued cheque will be credited in the account by the 7th of each English month. Any delay on this account shall be subjected to penalty or termination of contract.

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2.37 The Contractor's workforce shall wear the proper uniform along with contractor's badges, proper identity card, and security check at the office premises by the Security staff of the Company.

2.38 Statutory requirement local authority / State Govt. / Central Govt. shall be responsibility of the successful tenderer.

2.39 The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor on Job Contract Basis under this Agreement.

2.40 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT: In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange first Aid Box at work site at a suitable location for all the time during job contract period.

2.41 PAYMENT TERM: On receipt of the bill (as per the attached format), BHEL will verify the bill and pass for payment of bill within 30 days from the date of receipt of bill. However **contractor has to make the payment to their respective work force latest by 7th day of every calendar month by way of cheque or direct payment in the respective account of contract worker.** Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the next bill contractor has to submit the details of payment of wage salary to their work force, proof of cheque or direct payment in the accounts of its workforce, proof of deposit of PF, ESI, GST challan, reconciliation statement (as provided in Annexure A) etc.

2.42 The bidders shall be deemed to have visited the site and studied the specifications and details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.

2.43 Calculation of Monthly Running Bill Amount: payment shall be made as per the Per Man-month rate, on pro-rata basis on actual deployment. In case of absence of any man-power on working days, the man-month rate shall be reduced to that extent. Towards this Per Man day rate shall be derived as below:

Per Man Day Rate = Total Man-Month Rate (per person) divided by 26 Days.

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3.0 Wage Structure

ANNEXURE-I				
CONSOLIDATED WAGES & OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS- PER MONTH APPLICABLE AT ZONE-I (NAGPUR)				
Sl. No.	COMPONENTS	Amount in Rs.		
		CATEGORY OF WORKERS		
		UNSKILLED	SEMI SKILLED	SKILLED
1(a)	MONTHLY CONSOLIDATED WAGES Including VDA	10411.00	11246.00	12022.00
1	DAILY CONSOLIDATED WAGES Including VDA	400.42	432.54	462.38
2	PF Contribution on S.No.1			
(a)	CPF @ 12% on Sl.No.1	48.05	51.90	55.49
(b)	EDLI @ 0.50% on Sl. No. 1	2.00	2.16	2.31
(c)	Admn. Charges @ 0.50% on Sl. No. 1	2.00	2.16	2.31
3	ESI Contribution on Sl. No. 1			
(a)	ESI @ 3.25 as employer contribution	13.01	14.06	15.03
4	Bonus @ 8.33% (One month Basic+ VDA or Rs.7000/- , Whichever is Higher)	33.36	36.03	38.52
5	Liveries LS @ Rs. 225/- P. M.	8.65	8.65	8.65
6	Leave Salary (2 1/2 day in a month) per day	38.50	41.59	44.46
7	Per day category wise wages	546.00	589.10	629.15
8	Contractor's Service charges @ %		%	
9	Per day wages including service charge (Sub Total			
10	Total Cost Per day for 17 Nos. Unskilled, 01 Nos. Semi Skilled & 01 No. Skilled Manpower(excluding GST)			
11	Total Cost per day (excluding GST)		0.00	
12	Total Cost For 494 man days (26 days in a Month for 19 Nos. Manpower), excluding GST		0.00	
14	Add: GST @ 18%		0.00	
15	Total Cost For Per Month (Including GST)		0.00	
Notes:				
1.The monthly consolidated wages is as per minimum wages act maharashtra govt.For calculation purpose Zone I basic pay has been taken into consideration. VDA (Special allowance) by Maharashtra Govt. w.e.f July 1,to Dec 31,2019 has been incorporated in the category wise wage calculation and any further increase of VDA (Special allowance) will become the part of monthly consolidated wages.				
2.TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.				
3.Calculation of PF, Bonus, Incentive, & Leave Salary will be based on the monthly consolidated wages inclusive of VDA increase by maharashtra Govt. w.e.f. July' 2019				
4.Amount mentioned at sl. no. 1, 2(a), 2(b), 2(c), 3(a) & 4 will be applicable as per Act.				
5.The minimum rates of daily wages has been computed by dividing minimum monthly wages fixed, by twenty six.				
6. Change in GST as applicable (if any) in future will become a part of tis estimate/NIT.				

Chapter-II Taxes & Duties

2.0 TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)

- i. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
- ii. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- iii. **GST**:
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- iv. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- v. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below :-
BHEL GSTN – As per **Annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
- vi. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
- vii. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- viii. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- ix. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

Chapter-II Taxes & Duties

- x. **Way Bill:** Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- xi. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- xii. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- xiii. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
- xiv. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
- xv. Refer Annexure-B for BOCW & Cess act

Chapter-II Taxes & Duties

Annexure-A

State wise GSTIN nos. of BHEL

Sl.No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

ANNEXURE-B

BOCW Act & Cess Act

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.

Chapter-II Taxes & Duties

6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-III: FORMS & PROCEDURES

FORM-1

Sl. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
10	GST Registration No.	

(Signature With name, Designation & seal of the firm)

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-III: FORMS & PROCEDURES

FORM-2

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit M ICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

FORM-3

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature:

Name :

Address :

Place:

Date

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

FORM-4

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

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

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

FORM-5

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date :

Place:

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

FORM-6

DECLARATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature and Seal of the Bidder

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

FORM-7

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick(v) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

FORM-8

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

FORM-09

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with _____
.....
.....vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-X FORMS & PROCEDURES

Form-10

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

AGM, Purchase
PHEL-PSWR
345, Kingsway
Shreemohini Complex
Nagpur

Dear Sir,

Sub: Declaration for not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR

Ref: NIT/Tender Specification No: **BHE/PW/PUR/NGP-OAS/2205**

We, _____ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

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Form-11

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL PSWR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PS __ against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS __, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

Declaration for Reverse Auction

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for Participation in Reverse Auction (RA)

Ref: NIT/Tender Specification No: BHE/PW/PUR/NGP-OAS/2205

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed envelope/ E-Procurement Portal Price Bid/E-mail price Bid , submitted by us. We have read all the guidelines of reverse auction available in tender enquiry as well as on www.bhel.com portal. We also declare that during reverse auction:

- ❖ We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid/Email price Bid already submitted to BHEL along with the offer.

We also declare to submit the “Process Compliance Form” (to the designated service provider) as well as “Online Sealed Bid” in the Reverse Auction, in case BHEL decides to go for that.

Yours Faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:

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FORM-13

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce

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or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at Nagpur only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank

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(Designation of the Authorized Person Signing the
Guarantee)

(Signatory No.-----)

DATED:

SEAL

Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

Chapter- III Forms

ANNEXURE - A

MONTHLY RECONCILIATION STATEMENT FOR THE MONTH OF ----- 20-- WAGES				
Site :B.H.E.L (Hqrs)				
Sr. No.	PAYMENT (Details of Disbursement) By M/s -----	Amount	Deductions from Wages	Amount
1	Basic with VDA (As per PF Documents)	0.00	EPF	0.00
2	PF Plus EDLI & Admin Charges(to be deposited to PF authorities. @ 13% of SL.No 1	0.00	ESI @ 0.75%	0.00
3	ESI (to be deposited to ESI authorities) @ 3.25% of Sl.No 1	0.00	P.Tax	0.00
4	Bonus @ 8.33% of Sl.no 1	NIL	Adv (Supported by Bank disbursal slip)	0
5	Liveries @ Rs 225/- per person	0.00	Other Deduction	0
6	Over Time	0.00		
7	Sub Total (A)	0.00		
8	Other Earning (B)	0.00		
9	Total (A+B)	0.00		
10	Less (Deductions without supporting documents in wages register submitted for the month)"C"	0.00		
11	Total (A+B)-C	0.00		
12	Service Charge (to be retained by contractor)@ ----%	0.00		
13	Grand Total	0.00		0.00
14	Payment as claimed in the invoice dated **/**/20**, to be received from B.H.E.L (Hqrs) for the month of ----- 20--		0.00	
Difference			0.00	

Notes:

1. Wages register (Form XVII) for the month of ---- 20-- has been attached in support of this reconciliation statement.
2. Tolerance limit for Sl.no 14 (Difference amount) shall be +/- 2% of the claimed amount.
3. Any amount which is not reconciled shall be kept on hold and will be released after successful reconciliation.