

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD
M&S - P&C
ABSTRACT OF TENDER DETAILS

Name of Work : **Operation and Maintenance of 1.5MWp Solar Power Plant**

Tender Notice No. **M&S/P&C/2023/24**

Dated: **28.07.2023**

S.No.	Description	Enclosure details
1	Vendor/Firm Details :	
2	Contact Person :	
3	Mobile No.	
4	Email ID	
5	Document cost*	(DD/payment receipt to be enclosed)
6	EMD*	(DD/payment receipt to be enclosed)
7	Turnover Details certified by CA	(Copies to be enclosed)
8	Experience Details	(Copies to be enclosed)
9	ESI Registration certificate	(Copy to be enclosed)
10	PF Registration Certificate	(Copy to be enclosed)
11	Labor Licence details (if applicable)	(Copy to be enclosed)
12	GST Registration details	(Copy to be enclosed)
13	PAN Card Details	(Copy to be enclosed)
14	Valid Electrical License of 33kV or above issued by Govt. of Telangana or Govt. of Andhra Pradesh.	(Copy to be enclosed)
15	BHEL Vendor Code: (if available)	
	* MSME/NSIC registered contractors may be waived from payment of Document Cost and EMD based on MSME certificate with latest Certification from Chartered Accountant about continuing MSME status.	

Signature and Seal of the Contractor

NOTICE INVITING TENDER

Name of the department : **Maintenance & Services**

Tender No . **M&S/P&C/2023/24** Dated **28.07.2023**

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for the work:

Operation and Maintenance of 1.5MWp Solar Power Plant

2. The tender documents are available in the BHEL Web Site www.bhel.com or <https://eprocurebhel.co.in/nicgep/app>. Being e-tender, the Techno-Commercial Bid and Price Bid will be submitted online through e-tender portal <https://eprocurebhel.co.in/nicgep/app>. The bidders shall be required to submit their offers in 2 separate parts: Part-A - Techno-Commercial Bid along with RTGS/NEFT for EMD and Tender document cost and Part-B - Price Bid. Both bids are to be duly signed, stamped, scanned and to be uploaded in <https://eprocurebhel.co.in/nicgep/app>. Hard copy of offer is not required to be submitted to BHEL-HPEP. Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-HPEP.

3. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com or <https://eprocurebhel.co.in/nicgep/app> only.

4. The salient features of the tender documents are as follows :

- i) Notice inviting Tender
- ii) Instruction to Tenderer
- iii) General terms and conditions
- iv) Duties and Responsibilities of Contractor
- v) Manpower
- vi) Contract Work description
- vii) Pro-forma for offering technical bid
- viii) Special terms and conditions of Contract
- ix) Bill of Quantities
- x) Declaration by Contractor
- xi) Period of contract
- xii) Failure to comply with contract
- xiii) Payment to Contractor
- xiv) Sub-contract
- xv) Statutory requirement
- xvi) Copy of agreement between BHEL & Contractor

5. A set of tender documents (non-transferable) may also be purchased on any working day (Monday to Saturday) between 09:00 hrs. and 14:00 hrs. from M&S-P&C Dept., BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs.500/- by way of crossed Demand Draft in favour of "BHEL-RC PURAM, HYDERABAD-32" or by Paying online to **Account Number : 62048154115 and IFSC Code : SBIN0020075**.

MSME/NSIC registered contractors may be waived from payment of Document Cost based on MSME certificate with latest Certification from Chartered Accountant about continuing MSME status.

6. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.

(Signature & Designation of Official)

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Signature and Seal of the Contractor

1.0 NOTICE INVITING TENDER:

i. Tender Number & date:	M&S/P&C/2023/24	Dated: 28.07.2023
ii. Name of the Work:	Operation and Maintenance of 1.5MWp Solar Power Plant	
iii. Approximate Estimated value of work:	₹ 8,03,452.00	
iv. Cost of tender documents:	₹ 500.00	
v. EMD:	₹ 16,100.00	
vi. Last date for sale of tender documents:	11.08.2023	time: 8:00 hrs
vii. Last date for receipt of tender:	11.08.2023	time: 9:00 Hrs
viii. Date, time and place of tender opening:	11.08.2023	12:30 Hrs BHEL R.C.Puram
ix. Contract Period:	One Year	
x. Maintenance period:	Nil	

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost i.e., Rs.2.42 Lakhs. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as "0" (Zero) for averaging the turnover. Turnover for the Financial Years 2019-20, 2020-21 & 2021-22 are to be submitted.

ii) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:

a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs.3.22 Lakhs. (OR)

b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs.4.02 Lakhs. (OR)

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs.6.43 Lakhs.

d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

In case of experience certificate of other than BHEL, the certificate is to be supported by Form 26AS, agreement/PO's.

e) Similar Work Means: Experience in Operation/Maintenance of Solar Power Plants 'OR' any Electrical work for 33KV and above.

iii) "The offers of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com".

iv) Valid ESI Code Number and P.F. Code Number

v) It is required to furnish GST Registration certificate issued by Competency Authority

vi) PAN No. (In case not available, proof of having applied with acknowledgement from concerned).

vii) Contractor should possess valid Electrical License of 33kV or above issued by Govt. of Telangana or Govt. of Andhra Pradesh.

2.1 INSTRUCTIONS TO TENDERER

2.1.1 Tender is a two part bid system. The tender documents consist of Part 'A' and Part 'B' as detailed below:

Part 'A': Techno-commercial Bid along with RTGS/NEFT payment for EMD shall be submitted duly signed, scanned and to be uploaded in <https://eprocurebhel.co.in/nicgep/app>.

Part 'B': PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format. The tender percentage should be quoted in BOQ template after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.

2.1.2 The tenderer shall not indicate the price or rate in PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

2.1.3 Part 'B' – Price Bid should not carry any conditions. Price bid will be opened in respect of those tenderers who are qualified in Techno- Commercial Bid.

2.1.4 The tender forms duly filled in all respects shall be signed & stamped on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.

2.1.5 The tenderer should submit the tender documents intact without detaching any page or pages.

2.1.6 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.

2.1.7 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.

Signature and Seal of the Contractor

2.1.8 For any further details required, P&C section, M&S Division, 02 Annexe Ground Floor, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos.040-23183599/2525.

2.1.9 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI, PF contribution, payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.

2.1.10 The Minimum Wages as per statute or BHEL FAIR WAGES revised (whichever is higher) from time to time are payable. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.

2.1.11 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

2.1.12 The tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices adopted in BHEL.

2.1.13 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.

2.1.14 The firms/vendors/contractors who are in the BHEL banned list are not eligible to participate in this tender. The offers received from such firms/vendors/contractors will be rejected. The list of banned firms is available on BHEL website www.bhel.com.

iii) Agencies who are presently working with BHEL are also required to submit proof of satisfactory performance and completion of contract otherwise the bid will not be considered.

iv) Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.

v) Execution of contract, Bill verification, certification for payments and forward to Accounts department along with HR/IR clearance certificate for effecting payment etc. will be done by respective user departments only.

2.1.15 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is govern and the unit price corrected accordingly. an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall prevail.

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

2.1.16 Wherever it is quantity based work, including main work and sub-work, the tenderer should quote his rates against each item /work (main as well as sub-work/item).

2.1.17 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

2.1.18 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.

2.1.19 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.

2.1.20 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.

Signature and Seal of the Contractor

- 2.1.21 Wherever prescribed formats are specified for tenderers use, he shall use the same for making his Claims.
- 2.1.22 Successful tenderers shall enter into an Agreement on stamp paper of 200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.1.23 Tender document should be complete in all respects.
- 2.1.24 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.25 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.26 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.1.27 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.28 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

2.1.29 SITE VISIT:

- a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
- b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- c. The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

3.0 GENERAL TERMS AND CONDITIONS:

- i) Contractor shall obtain Labour License (Central / State Govt.) before commencement of work as applicable.
- ii) In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.
- iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- iv) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
- v) The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may asks the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.
- vi) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- vii) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.
- viii) No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.

3.1 ELIGIBILITY CRITERIA

- 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2 The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.

Signature and Seal of the Contractor

- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.7 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.9 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.10 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

3.2 EARNEST MONEY DEPOSIT:

3.2.1 Amount of Rs. **16,100** towards EMD shall be paid online or by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be handed over or sent through post to P&C section, M&S Division, 02 Annexe Ground Floor, BHEL, RC Puram, Hyderabad-32. No other means of payment shall be accepted. EMD shall not carry any interest. Account Number : 62048154115 and IFSC Code : SBIN0020075 for online payment.

In cases where EMD paid through DD or cheque is sent by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay).

3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.

3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract.

3.2.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL.

3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.

The EMD will be forfeited, if the Contractor fails to deposit the required Security deposit or commence the work within the period as per Service order.

3.2.6 MSME registered contractors may be waived from EMD based on MSME certificate with latest Certification from Chartered Accountant about continuing MSME status.

3.3 SECURITY DEPOSIT

3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the Service PO. Security Deposit should be paid by the successful tenderer. The rate of Security Deposit shall be 5% of the order value.

3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing.

3.3.3 If work is awarded, agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting EMD amount.

3.3.4 Security Deposit may be furnished in any one of the following forms.

i) Pay Order / Demand Draft in favour of BHEL drawn on any nationalized bank / scheduled bank, or online - Account Number : 62048154115 and IFSC Code : SBIN0020075.

ii) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.

iii) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

iv) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

v) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.

vi) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above, will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Signature and Seal of the Contractor

3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be considered as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

3.3.6 The Security Deposit will be released along with the final bill or after completion of maintenance / warranty / guarantee period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.3.7 Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

3.3.8 The Bank account details of BHEL for payment of Security Deposit is same as details for payment of EMD.

3.4 STATUTORY REQUIREMENTS:

3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus if any, (% as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, GST and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, Telangana state Labour Welfare Fund etc.

Bonus Not included in the estimate. However based on HR-IR communication to be followed. No Payment shall be made to the contractor. Contractor has to pay Bonus to the work force engaged for this contract.

3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.

3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.

3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.

3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus (Contractor has to bear the Bonus expenditure), leave etc.

3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965, if applicable and Rules 1975, and is liable to pay Bonus to his workers. Minimum prescribed bonus at present is 20% of annual wages subject to a maximum wage ceiling of 3500/= per month. However, the quantum of Bonus (Contractor has to bear the Bonus expenditure) payable by the tenderer to his workmen will be decided and notified at appropriate time as per applicable law.

3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.4.11 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

3.5 MANPOWER:

3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.

3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.

3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.

Signature and Seal of the Contractor

3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.

3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

3.5. A. SAFETY:

(i) All safety equipment such as safety shoes, safety belts, safety helmets & other equipment (as required for this work) are to be provided by the contractor & used as per requirement.

(ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.

(iii) Violation of applicable safety, health & environment related norms, a penalty of 5,000.00 (Rupees Five thousand) per occasion shall be imposed.

(iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above.

(v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of 10,00,000.00 (Rupees Ten lakhs) per fatality in addition to 5,000.00 as mentioned above.

vi) Any compensation paid to victim shall be recovered from Contractor, agency or firm, if the accident is attributable to negligence of Contractor, agency or firm or any of its employees.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works /during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims:

i. In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs.Ten Lakhs)

ii. In the event of other permanent disability: Rs.7,00,000/- (Rs.Seven Lakhs)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (1) of the Employee's Compensation Act.1923."

3.6 PERIOD OF CONTRACT

i) The contract shall be, initially, for a period of One Year

ii) The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions with out any price increase.

iii) BHEL is at liberty to terminate the Agreement by giving 30 days notice in writing.

3.7 FAILURE TO COMPLY WITH CONTRACT

i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.

ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.

iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

Signature and Seal of the Contractor

iv) Risk Purchase:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$, where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5.

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

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

3.8 PAYMENT TO THE CONTRACTOR

i. Progressive monthly payment based on actual work completion and submission of Tax Invoice after due certification of executing officer.

Following conditions shall be adhered strict during the contract period:

a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in 2 spells.

b. If the unsatisfactory performance repeats, contract is liable to be short closed.

ii. The Contractor shall pay the wages, and other statutory payments etc., with in the specified time, related to his workmen .

iii. If applicable ,the contractor shall pay bonus if any, to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus in contractors scope.

3.9 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

3.10 LAWS GOVERNING THE CONTRACT

i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

3.11 LEGAL JURISDICTION:

i) In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction.

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.

4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:

(i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).

(ii) A register of workmen Form XIII (Rule 75)

(iii) Employment card Form XIV (Rule 76)

(iv) Service Certificate Form XV (Rule 77)

(v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.

(vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.

Signature and Seal of the Contractor

(vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.

4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.

4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.

4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.

(i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities

(ii) Annual Return in Form 6A along with Form 3A. (till this procedure is discontinued by the PF authorities)

4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995.

Declaration of Nomination, Form No.2 Para 33 and 61 (1).

Attendance.

Wage Register.

Any other documents / registers as required

4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.

(i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.

(ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.

(iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will not bear the difference of increase during the currency of the Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.

4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 on completion of contract and to keep all the records in Form C as per the said Act.

4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.

Signature and Seal of the Contractor

4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proposed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.

4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. The contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD-32.

4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.

4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.

4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

4.22 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.

4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October & 1st May, if Govt. declares any other day as a National holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.

4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.

4.25 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.

4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof.

(I) Leave Register Form No. 15

(II) Nomination Form No. 25

4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.

4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the Telangana Factories Rules 1950.

4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

4.29 A. Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.

4.30 The Contractor shall be required to deposit GST as applicable to Central and State Tax Authority, Hyderabad before the stipulated date, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.

4.31 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.

4.32 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.

Signature and Seal of the Contractor

- 4.33 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.34 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.
- 4.35 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.36 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.37 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.38 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 4.39 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 4.40 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.41 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 4.42 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.43 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.44 In case of any extra work executed by the contractor, No extra amount will be paid by BHEL.
- 4.45 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.46 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 4.47 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.48 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.49 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.50 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.51 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.52 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
- 4.53 ARBITRATION: All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator /Arbitral Tribunal shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

Signature and Seal of the Contractor

6-A TECHNO-COMMERCIAL BID APPLICATION

To,
Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDERABAD-32

Dear Sir,

I / We hereby offer to carry out the work **Operation and Maintenance of 1.5MWp Solar Power Plant**

Against Tender Enquiry No.

M&S/P&C/2023/24

Dated: 28.07.2023

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

1. Notice Inviting Tender
2. Bid Application
3. Bid Questionnaire – A
4. Bid Questionnaire – B
5. Declaration by Tenderer (Part – A)
6. Instructions to tenderer
7. General terms and conditions
8. Specific terms and conditions
9. Evaluation of price bid
10. Scope of Work & Schedule-A

11. Price Bid Format

(Part – B)

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am / We are in possession of independent PF/ESI Code.

I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills

Strike out which is not applicable

Signature of Tenderer

PART - A

TECHNICAL BID - I

Tender Enquiry No.:

Date:

Details of the Contractor:

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL .

Yes / No

(If yes furnish the details) :

Location/ Address Value Date of Completion

1

2

3

d) Is any relative of tenderer employed in BHEL

Yes / No

(If yes Furnish the detail) Name Staff no Location / Area

Signature and Seal of the Contractor

TECHNICAL BID – II

- 1 ESI Code No.
(enclose copy of ESI code allotment letter of ESI authority)
- 2 PAN No.
- 3 PF Code No. (Enclose copy of allotment of letter of EPF Authority)
- 4 GST Registration No.
- 5 Banker's Name & Address
- 6 Bank A/C No. & Branch
- 7 Have you quoted rates for all the activities, as indicated in the price bid (Part – B) YES / NO
- 8 Financial Turnover for preceding three years duly certified by qualified Chartered Accountant:
- 9 Any other comments

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of SI. No.01, 03 or 08 is not available or 'No' then the bid is liable to be rejected.

Signature and Seal of the Tenderer

Date:

Price Bid:

(Format 6-C separately enclosed)

Signature and Seal of the Contractor

6-B SPECIAL TERMS & CONDITIONS OF CONTRACT

- i. BHEL reserves the right to cancel the tender at any stage of tendering without assigning any reason to the tenderers.**
- ii. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- iii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iv. The quantity will be counted, measured and weighed and certified by the authorized persons.
- v. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.
- vi. The payment will be as per actual quantity prepared, executed and accounted (after completion of work)
- vii. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- viii. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, Payment of bonus, issue of PPE, uniform cloth, safety shoe etc. based on which the contractors future bid if any in BHEL will be evaluated.
- ix. Rates shall be firm during the tenure of the contract.**
- x. PVC Clause:-This is the Firm price contract and PVC on account of DA or wage revision is not reimbursable by BHEL. Contractor has to pay and same is to be considered while quoting.**
- xi. Bonus: Bonus has to be paid by contractor based on HR-IR communication and it is not reimbursable by BHEL. Contractor has to pay and same is to be considered while quoting.**
- xii. ORC: Not Applicable.**

EVALUATION OF PRICE BID:

- i. Tender charges to be quoted in percentage of Excess/Less/At par with estimated in the price bid Proforma as the job would be awarded to one or more successful tenderer.
- ii. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)
- iii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, in the snap price bid, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.
- iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.
- v. The evaluation currency for this tender shall be INR.

Signature and Seal of the Contractor

Taxes & Duties - GST Clauses

- a. Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
- b. If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- c. Bidder to quote the applicable taxes in the following manner:
 - Harmonized System of Nomenclature (HSN) of Goods
 - Services Accounting Code (SAC) of Services.
 - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided.
- d. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- e. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- f. Any other taxes & duties not covered anywhere above may be indicated separately.

Taxes deducted at source:

- i) TDS as per the extant statutes shall be deducted.
- ii) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- iii) Concessional certificates, if any, should be provided well in time for lower deduction of tax.

Terms & Conditions to be complied in GST:

1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN i.e. 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
2. Reimbursement of GST amount will be made only upon completion of the following:
 - Bidder declaring such invoice in their GSTR-1 Return/ IFF
 - Receipt of Goods or Services and Submission of Tax invoice by BHEL
 - The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.
7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
8. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities.

Penalty clause: A penalty of 0.50 % of the contract value of work will be levied for every week's or part thereof delay in execution of work by the agency, subject to a maximum penalty of 10 % of contract value .Penalty amount so determined along with GST if applicable thereon shall be recovered. Penalty clause mentioned in scope of Work is also applicable.

Signature and Seal of the Contractor

Certificate by Chartered Accountant on letter head for MSME bidder

This is to Certify that M/s
(hereinafter referred to as 'company') having its registered office at
is registered under Micro, Small and Medium Enterprises Development Act, 2006 (**MSMED Act, 2006**)
having **Udyam Registration Number No:****Category:**.....
(Micro/Small/Medium)(Copy enclosed).

Further Verified from the Books of Accounts, the investment and turnover of enterprise for the latest audited financial year
..... is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs and Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

[Signature]

Name –

Membership Number –

Seal of Chartered Accountant

7.0 DECLARATION BY TENDERER

I, -----, aged ----- Yrs., S/o -----, residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state /
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for

[Signature with Name & seal of the Tenderer]

Date :

Place :