

# TENDER DOCUMENT

**Tender Notice No. BAP: HR: RMX: ET-2016 Dated 19/12/2015**

**Sub:** Application Processing Work for ET - 2016 Recruitment



**Bharat Heavy Electricals Limited**

**Boiler Auxiliaries Plant**

Indira Gandhi Industrial Complex  
(A Government of India Undertaking)

**RANIPET - 632 406**

Tamil Nadu State



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant**  
 (A Government of India Undertaking)  
**Ranipet - 632 406, Tamil Nadu**

**TENDER NOTICE NO. BAP: HR: RMX: ET-2016 Dated 19/12/2015**

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**Dy.GM/HR-RMX & FS**  
**BHEL/BAP,Ranipet**

**Signature of the Tenderer**

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**TENDER NOTICE NO. BAP: HR: RMX: ET-2016 Dated 19/12/2015**

**TAMIL VERSION**



**பாரத மிகுமின் நிறுவனம்**

(ஒரு இந்திய அரசு நிறுவனம்)

கொதிகல துணைக் கலன்கள் தொழிலகம்

இராணிப்பேட்டை - 632 406.

**ஒப்பந்ததாரர் வழங்குதலுக்கான (டெண்டர்) ஒப்பந்தப்புள்ளி அறிவிப்பு**

பாரத மிகுமின் நிறுவனம், இராணிப்பேட்டையில் பொறியாளர் பழகுனர் - 2016 வீண்ணப்ப படிவங்கள் பரிசீலனை பணிக்காக (Application Processing Work - ET 2016 Recruitment) குறைந்தபட்சம் மூன்றாண்டு அனுபவமுள்ள ஒப்பந்ததாரர்களிடமிருந்து இரண்டு பகுதி ஏலமாக மூடிய மற்றும் முத்திரையிடப்பட்ட ஒப்பந்த புள்ளிகள் (டெண்டர்) வரவேற்கப்படுகின்றன. விதிமுறைகளுடன் கூடிய ஒப்பந்தப்புள்ளி வீண்ணப்பம், [www.eprocure.gov.in](http://www.eprocure.gov.in) & [www.bhel.com](http://www.bhel.com) NIT Number : **NIT .....** என்கிற இணையதளம் மற்றும் அரசாங்க ஒப்பந்தப் புள்ளிகளின் வலைதளமான <http://tenders.gov.in> (Public Sector units/Bharat Heavy Electricals Limited page) ஆகியவற்றில் பதிவிறக்கிக் கொள்ளலாம் அல்லது முதுநிலை அலுவலர்/மனிதவள நிர்வாகம் அவர்களிடமிருந்து பெற்றுக் கொள்ளலாம். வீண்ணப்பம் சமர்ப்பிக்க வேண்டிய கடைசி நாள் **28/12/2015** நேரம் மாலை **3.00** மணி. இதற்குமேல் பிழை திருத்தம், பிறசேர்க்கை, விதித்திருத்தம், கால நீட்டிப்பு போன்றவை ஏதேனும் இருப்பின் எமது வலைதளம் [www.bhel.com](http://www.bhel.com) மூலமாக மட்டுமே அறிவிக்கப்படும்.

மேலும் வீபரங்களுக்கு தொடர்ந்து எமது [www.bhel.com](http://www.bhel.com) வளைதளத்திற்கு வருகை புரியவும். தொலை பேசி எண்: 04172 - 284626 / 284092 / 284974

மின்னஞ்சல்: [vrajp@bhelrpt.co.in](mailto:vrajp@bhelrpt.co.in)

**TENDER NOTICE NO. BAP: HR: RMX: ET-2016 Dated 19/12/2015**

**ENGLISH VERSION**



**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt of India Undertaking)

**BOILER AUXILIARIES PLANT**

**RANIPET - 632 406**

**NOTICE INVITING TENDER**

Sealed tenders in **Two Part Bid** are invited from reputed contractors (at least 3 years experience) for Application Processing Work - ET 2016 Recruitment at BHEL/BAP, Ranipet. Vendors who are interested may refer BHEL's website [www.bhel.com](http://www.bhel.com) (NIT number: **NIT .....**, (Public Sector units/Bharat Heavy Electricals Limited page Tender Notifications page), on central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) & <http://tenders.gov.in> to download tender details. The last date for submitting filled in application is on **28/12/2015 at 3.00 pm**. All corrigenda, addenda, amendment, time extension etc. to the tender will be hosted through our website [www.bhel.com](http://www.bhel.com) only. Bidders should regularly visit website to keep themselves updated. Contact Phone Nos. 04172-284626 / 284092 / 284974. **E.mail: [vrajp@bhelrpt.co.in](mailto:vrajp@bhelrpt.co.in)**

**Dy.GM/HR-RMX & FS  
BHEL/BAP,Ranipet**



**Bharat Heavy Electricals Limited**  
(A Govt of India Undertaking)  
**Boiler Auxiliaries Plant**  
**Ranipet - 632 406**

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**INVITATION TO TENDER**

**Techno-Commercial Bid**

BHEL invites sealed bids through tender under two part bid system from reputed experienced and resourceful contractors for Application Processing Work - ET 2016 Recruitment at the Boiler Auxiliaries Plant Unit, Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamil Nadu.

The tender documents are also available on our website [www.bhel.com](http://www.bhel.com) and on central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) & <http://tenders.gov.in>. The same can be downloaded from the website.

Tenderers, other than the enlisted tenderers, can collect the tender documents on all working days from the office of the Dy. General Manager (HR-RMX & FS), BHEL/BAP, Ranipet from 19/12/2015 to 28/12/2015 up to 12.00 noon on all working days.

Clarification required, if any, may be forwarded in advance and amendments to tender terms and conditions, if any, shall be uploaded in the form of Bulletin on the BHEL's website. Offers shall be submitted in accordance with the tender Terms and Conditions and the amendments issued, if any. Tenderers are requested to check our website from time to time before submitting their bids.

Bids shall be submitted in accordance with the tender Terms and Conditions. **The last date for submission of sealed bid is 28/12/2015 at 3.00 PM and Part – I Un-priced Bid will be opened on the same day 28/12/2015 at 3.00 PM in the presence of willing tenderers.** BHEL reserves the right to reject any or all the bids without assigning any reasons whatsoever and without any liability.

## **BHARAT HEAVY ELECTRICALS LIMITED**

Bharat Heavy Electricals Limited (BHEL) is a prestigious Government of India Undertaking and a Maharatna Company, having its Registered Corporate Office at BHEL House, Siri Fort, New Delhi - 110 049. Boiler Auxiliaries Plant (BAP) is one of the Manufacturing Units of BHEL located at Ranipet, Tamil Nadu State.

### **1. BHEL ET Recruitment Process:**

BHEL ET recruitment process consists of two stages as detailed below:

- a) Applying for GATE-2016 Examination
- b) Applying to BHEL through BHEL Application window which will open tentatively from 04.01.2016.

Candidates desirous to apply for BHEL ET recruitment will have to apply and appear for GATE 2016. After receipt of GATE registration number the candidates need to apply to BHEL through online only through the link (<http://careers.bhel.in>) which will be made available tentatively from 4<sup>th</sup> January 2016 onwards. After online submission an Acknowledgement slip having Unique Acknowledgement Number will be generated and the same has to be sent to BHEL Ranipet on or before 8<sup>th</sup> February 2016 with enclosures.

### **2. Name of Work:**

Application Processing Work -ET 2016 Recruitment at the Boiler Auxiliaries Plant, Bharat Heavy Electricals Limited located at Ranipet – 632 406.

### **3. Scope of Work:**

For All Working Days near “East Gate” or at Designated places identified by BHEL BAP Ranipet – 632 406 (Including Sundays and BHEL Holidays)

The application processing work has to be carried out in **THREE** stages as detailed below:-

#### **3.1. Stage I:**

- 01.** Collecting the letters from Ranipet Head Post Office / Courier.
- 02.** Opening the letters, stapling the acknowledgement form, challan, Community /PH/Ex Servicemen certificate and affixing the date seal.
- 03.** Removal of envelope.
- 04.** Allotment of registration number to each acknowledgement slips either by barcode sticker or by numbering machine or by any other method as specified by BHEL.
- 05.** 100 or specified number of forms to be bundled and each bundle to be numbered.

**3.2. Stage II:**

06. Acknowledgement number to be keyed in into system using the bar code reader or any other method as specified by BHEL.
07. All enclosed certificates/challan etc to be verified.
08. After verification of all certificates/challan, Registration number to be captured in to the system.
09. Re bundling of forms in Registration number order and storing bundle number wise.
10. Labeling of bundles with details of bundle number / registration number / acknowledgement number and storing in the allotted space.

**3.3. Stage III:**

Picking up the forms of shortlisted candidates for the Personal interview.

The Scope of work shall include all activities connected, incidental or ancillary to those specified herein. BHEL will provide all the required hardware, software, stationery, consumables, working/storing place etc which are necessary for the above scope of work and morning breakfast, lunch, tea, snacks for the personnel staff engaged at free of cost.

**Note: Approximately around 1 lakh applications are likely to be received for this recruitment and to be processed. This is only tentative and it may be on the higher/lower side and not withstanding anything to the contrary BHEL shall not be liable if the applications received are either substantially higher or lower and it is not guaranteed.**

**4. Period of Contract:**

The successful contractor shall commence for the period to be specified in the Letter of Award. (Tentatively from 08.01.2016 to 15.02.2016 and subsequently for a period as required tentatively for 2 weeks and intimated by the official in charge to complete the State III of the scope of work)

**5. Proforma for Evaluation of Tenderers:**

The agencies who are submitting their offers must furnish the following details along with documentary evidence. However, any surrogated submission in any form will disqualify them from consideration.

**Details of Contractor:**

<b>Name of the Contractor</b>	<b>Postal Address</b>	<b>Communication Address</b>	<b>Contact Person</b>	<b>Emergency contact mode / Number</b>

<b>Sl No</b>	<b>Description</b>	<b>Minimum Required</b>
1	The Tenderer should have at least one office with communication facility and the office should be manned during the office hours. Self attested copies of the following documents shall be submitted. (Copy of latest Landline/Mobile Bill & Electricity Bill)	
2.	The Tenderer shall not be owned or controlled by any director or officer/employee of BHEL or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. (A NEAR RELATIONSHIP CERTIFICATE as per format given in Section A2 denying the ownership of Contractor by any director or officer/employee of BHEL or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director or Partner or Sole Proprietor of the Contractor is to be submitted along with the tender).	
3.	The Tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in BHEL or any Government Dept./PS Undertaking should not have been: <ul style="list-style-type: none"> <li>a. Black listed.</li> <li>b. Removed from the approved list of Contractors.</li> <li>c. Demoted to lower class of job.</li> <li>d. Under Orders for banning or suspending business with him/them.</li> </ul> A declaration as per format given in Section A2 is to be submitted along with the Tender documents.	
5.	Proof of the documents shall be submitted along with the tender for the following:	

A.	Documentary evidence for the proof of experience such as earlier Work Order / LOI / LOA / Agreement / Work Completion Certificate shall be submitted.	
B.	Self-attested copies of Income Tax Returns for the last three years.	
C.	PAN No. (Mandatory) along with self-attested copy of Pan Card.	
D.	Service tax registration No. along with self-attested copy of Service Tax Certificate.	
E.	Registration certificate of Establishment issued by Government of Tamil Nadu, Department of Labour under Shops & Establishment Act.	
F.	Bidding by consortium shall not be permitted	
G.	<p><b>The tenderers shall also furnish the following documents / details:</b></p> <p>Status of tenderer, i.e., whether Proprietary concern, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. along with following documents:</p> <p>i. In case of Proprietary firm, Notarized copy of affidavit of Sole Proprietarship.</p> <p>ii. In case of Partnership concern, Notarized copy of Partnership deed along with amendment, if any and proof of registration of firm (Form A &amp; C).</p> <p>iii. In case of Limited Companies, Memorandum &amp; Articles of Association, Certificate of Incorporation, Authorised, Subscribed and Paid up Capital (Certificate of Registration).</p> <p>iv. In case of Co-operative society, Notarized copy of the Certificate of Registration from the Registrar of Co-operative Societies.</p> <p>If required the original documents will have to be produced for verification.</p>	
H.	<p><b>BANK DETAILS:</b></p> <p>The enclosed EFT format is to be submitted duly signed by the authorized signatory of the Contractor and certified by bank official in original. The EFT format is attached in Annexure- G</p>	
I.	E-Mail ID	

**‘Similar job’ means** the Contractor shall have experience in providing Data Entry and storing of the documents in proper manner.

Necessary supporting documents should be furnished in support of the above qualifying criteria. The offer from those tenderers who do not qualify for the above conditions shall not be considered. The Company has right to seek any document/clarifications and the bidders shall respond immediately..

**6. Tender Documents:** The Tender Document consists of:

<b>Sl. No.</b>	<b>Particulars</b>
a)	Tender Notice
b)	Invitation to tender (Techno - commercial Bid) at Section - A1
c)	Instruction to Tenderers & Terms and Conditions at Section - A2
d)	Form of Tender at Section - A3
e)	General Conditions and Scope of Contract – Section – B
f)	Terms & Conditions regarding compliance of various Labour Laws – Section – C
g)	Safety precautions to be taken by Contractor – Section – D
h)	Scope of Work & Special Conditions of Contract – Section – E
i)	EFT Form – Section – F
j)	Un-priced Bid (Schedule of Work) at Section – G
k)	Price Bid at Section – H

Tenderers may visit BHEL, BAP unit, Ranipet to get acquainted with site conditions and the nature of work involved before submission of their bids.

**7.** Tender Document with necessary details will be available on all working days from 19/12/2015 to 28/12/2015 up to 12 00 noon at the office of Dy. GM/HR-RMX & FS, HRM Department, Ranipet -632 406, Tamil Nadu State or can be downloaded from BHEL website <http://www.bhel.com> and central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) & <http://tenders.gov.in>

**8. Sealed bids shall be submitted in the manner as mentioned below:**

- a) First sealed Envelope superscribed as "Un-priced – Application Processing Work – ET 2016 – Recruitment at the BHEL Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406", shall contain two (02) full set of all the above tender documents (1 original and 1 copy) duly filled-in and documents as indicated in Clause 5 of Section-A1 with official seal & signature on all pages but without any mention of rates & prices. The First envelope shall also contain Earnest Money Deposit of Rs.10,000/- (as per Clause 9 below]

(in the form of DEMAND DRAFT or Pay Order in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at any scheduled bank in Ranipet / Walajapet / Arcot, Vellore District, Tamil Nadu or SBI, BHEL Project Branch, Mukundarayapuram Branch (Code 7013)) if the tender document is downloaded from the website.

- b) Second sealed Envelope superscribed as "Priced - Application Processing Work – ET 2016 – Recruitment at the BHEL, Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406" shall contain prices filled in strictly as per Price Bid format, i.e. Price Bid at Section-H and no other additional papers to be enclosed therein.
- c) Both the above envelopes should be kept in another cover, sealed and superscribed as "Bid - Application Processing Work – ET 2016 – Recruitment at the Boiler Auxiliaries Plant, BHEL, Ranipet, Tamil Nadu State- 632 406" addressed to Dy.General Manager/HR-RMX & FS, BHEL/BAP, Ranipet, Tamil Nadu- 632 406 and shall be submitted to his office **till 03.00 PM of 28/12/2015**. Offers received late are liable for rejection.

- 9.** a) The bid shall be accompanied by an Earnest Money Deposit of Rs.10,000/- (Rupees ten thousand only) in the form of Demand Draft or Pay Order for **Rs.10,000/-** (Rupees ten thousand only) in favour of BHARAT HEAVY ELECTRICALS LIMITED payable at any Scheduled Bank in Ranipet / Walajapet / Arcot, Vellore District, Tamil Nadu or SBI, BHEL Project Mukundarayapuram Branch (Code 7013).
- b. No other form of EMD will be accepted. Bids not accompanied with EMD are liable for rejection.
- c. The Tenderer is not entitled for any interest on the Earnest money deposit or any right for award of the contract.
- d. Earnest Money Deposit shall be returned to all un-successful Tenderers through 'Electronics Funds Transfer only.
- e. **EXEMPTION OF EMD:** Exemption from submission of EMD by Small Scale Unit listed with the National Small Industries Corporation Ltd (NSIC), affiliated to Small Industries Services Institute etc. shall be governed by the guidelines issued by the statutory authorities from time to time. Those Tenderers seeking such exemption shall necessarily furnish requisite documents, as per details given under Clause 26 in Section A2, along with the Tender.

f. **FORFEITURE OF EMD:** EMD will be forfeited if the Tenderer, after opening of the tender, revokes his tender within the validity period or increases his earlier quoted rates or alter / modify the tender terms in any respect within the period of validity specified in the Tender Document after the due date of the submission of Bids or **fails to enter into agreement with BHEL or** the tenderer fails to commence work within the period specified in LOA / WO. In case LOA / WO is silent in this regard, then, within 15 days after award of Contract, EMD shall be adjusted without interest against the Security Deposit payable by the successful Bidder. However, the same shall be returned without interest to unsuccessful tenderers normally within 15 days after the award of work to the successful bidder.

- 10.** The sealed bids shall be submitted to “Dy. General Manager/HR-RMX & FS, HRM Department, BHEL/BAP, Ranipet- 632 406, Tamil Nadu **till 03.00 PM on 28/12/2015**. The envelope shall be superscribed with “Tender for Application Processing Work – ET 2016 – Recruitment at the BHEL, Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406”.  
Tender No. BHEL / BAP / HR / RMX / ET: 2016 dated 19/12/2015

Further to the submission of the bids, **un-priced bids will be opened on the same day 28/12/2015 at 3.00 PM** in presence of the willing Tenderers or their authorized representatives. After ascertaining the techno-commercial suitability of the offers, the price bids of techno-commercially acceptable tenderers will be opened on a specified date which will be communicated to the Tenderers for participation to witness the same.

- 11.** Acceptance of the bid will be intimated to successful bidder through a Letter of Award (LOA) and this letter will be treated as authorization for award of work. The bidder shall sign the said copy of LOA and send to BHEL/BAP, Ranipet within five days (5) from the date of receipt of the same. In the event of failure on the part of the bidder to sign and return the LOA within the specified time, BHEL shall have the right to black list the tenderer in line with extant BHEL Policy. The decision of BHEL is final and binding on this matter.
- 12. SECURITY DEPOSIT:** The successful bidder should pay Security Deposit as per Clause 9 of General Conditions (Section-B) of Contract after adjustment of EMD of Rs.10,000/- already paid.

- 13.** The bid shall be valid for a period of "**Three (03) months**" from the due date of submission of the bid.
- 14.** BHEL decision shall be final & no correspondence shall be entertained in this regard.
- 15.** Negotiation, if required, will be conducted with L1 bidder.
- 16.** On submission of the tender, it is deemed that the Tenderers have read, understood and agreed to the entire tender document.
- 17.** The Company reserves the right to accept or reject any or all tenders at its own discretion without assigning any reason whatsoever.
- 18.** The successful bidder should execute an agreement with BHEL, BAP, Ranipet in non-judicial stamp paper of value Rs.100/-.
- 19.** Bids submitted by the persons / firms other than the enlisted bidders will not be considered against this tender but BHEL shall have the discretion to consider their bids as a request for enlistment for future tenders whichever applicable.
- 20.** However they have to submit self attested copies of Work Order / Letter of Award / Agreement / Work Completion certificate in proof of experience (3 (Three) similar completed works costing not less than Rs.1.00 lakh each (or) 2 (Two) similar completed works costing not less than Rs.2.00 lakhs each (or) 1 (One) similar completed work costing not less than Rs.3.00 lakhs) in addition to the self attested copies of documents as mentioned in 5 of Section - A1.

**Dy.GM/HR-RMX & FS**  
**BHEL/BAP,Ranipet**



**Bharat Heavy Electricals Limited**  
**(A Govt of India Undertaking)**  
**Boiler Auxiliaries Plant**  
**Ranipet - 632 406**

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**Instructions to Tenderers & Terms and Conditions**

**Name of Work: Application Processing Work for ET - 2016**  
**Recruitment at the Boiler Auxiliaries Plant, BHEL, Ranipet - 632 406**

01. Tenderers to furnish documents in support of the scope of the work along with the Unpriced Bid.
02. Bids of those Tenderers, who do not satisfy the above criteria, will not be considered further.
03. Tenderers are advised to go through all the documents and affix the signature in each page with seal.
04. All entries in the Tender Documents shall be in one ink.
05. Tenders not properly filled, over-written or delayed or generally not complying with the conditions are liable to be rejected.
06. Every tenderer is expected to inspect the location of buildings in BAP where the services are proposed to be carried out (before quoting). Tenderer must go through all the Tender Documents. Any further clarifications required can be had from Dy.GM/HR-RMX & FS, BHEL/BAP, Ranipet.
07. The tenderer shall make no alterations in the Tender Documents.
08. The acceptance of a tender will rest with the BHEL/BAP, Ranipet, who reserves the right to reject any or all the tenders without assigning any reason whatsoever.
09. On acceptance of the tender, the Tenderer shall intimate the name of his accredited representatives who would be responsible for taking instructions from BHEL/BAP/Ranipet or its representative and for carrying out the work.
10. The bidder shall be solely responsible for payment of ESI and EPF admissible as per the statutory rules.
11. Expenses on account of payment of salary / wages / provision of food for the contractor's workmen / uniform / Personal Protective Equipment and other benefits including statutory payments like PF, ESI, Holiday wages, Gratuity, Bonus etc. to the workmen engaged by the Contractor shall be borne by the Contractor.

**12. Evaluation and Comparison of Bids:**

The detailed process for BID Evaluation is as follows:

**a) First Stage:** Techno-Commercial Bid Evaluation:

The techno-commercial offers received from the tenderers will be evaluated as per the tender terms and conditions of the NIT. The Tender Committee may call the tenderers / bidder's representatives for detailed techno-commercial discussions, clarifications, presentation if required. The names of techno-commercially qualified tenderers will be intimated for participation in the price bid opening.

**b) Second Stage:** After the price bid opening, comparative statement will be prepared and place the order on the L1 Tenderer so arrived.

**ALL price bids would be evaluated by considering total cost to the BHEL including Service tax payable by contractor and by BHEL as receiver of service under reverse charge mechanism.**

**Tenderers shall quote tenderer's portion of Service tax rate (percentage to be mentioned both in figures & words) in the schedule of work (unpriced bid) and price bid. The service tax amount (both in words and figures) is to be quoted in price bid only.**

**Note:** a. only sealed price bids of those tenderers who are techno-commercially qualified will be opened.

b. In case of offers which contain price details / partial price details of the prices in the Techno-Commercial bid, sealed price offer only shall be considered for evaluation.

- 13.** Negotiation, if required, will be conducted with L1 bidder arrived as per Point 12 (b).
- 14.** Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 15.** The tenderer shall sign each and every page of the tender documents and submit in the appropriate part of the bid.
- 16.** Tenders not received in the prescribed form as specified in the Invitation to tender will be liable for rejection.
- 17.** The Tenderer(s) shall duly fill in the "Form of Tender" in the tender documents and submit along with Techno-Commercial Bid (Part-I) of the Tender. Non-submission of duly filled in & signed form of tender shall make the tender liable for rejection.

**18.** The Invitation to Tender, Instruction to Tenderers & Terms and Conditions, Form of Tender, General Conditions of Contract and Scope of work, Terms and conditions regarding compliance of various Labour Laws, by the contractors for BHEL, Safety Precautions to be taken by the contractor, Scope of work and Special Conditions of Contract, EFT Form, Schedule of Work – Unpriced Bid, Price Bid shall form part of the contract.

**19.** The tenderers shall also furnish the following documents/details:

**19.1.** Each page of the tender shall be signed by the Tenderer. Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the Company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the Company is duly authorized to do so, shall accompany the tender. Tender submitted by the Tenderer without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.

**19.2.** Information about officer of the firm/Company being an employee, past or present, of BHEL or relationship of any employee of BHEL with Proprietor, Partner - Director of the Company (bidder) is to be furnished. No employee of BHEL and their dependents are eligible to submit their offer against this Tender. Even if they submit out of ignorance the offer shall be disqualified.

**19.3. Near Relationship Certificate:**

The bidder should give a certificate as per the format is given in Section-A2 that none of his/her near relative as defined below, is working in BHEL BAP Ranipet. In case of proprietorship firm certificate will be signed by the proprietor. For Partnership firm the certificate will be given by all the partners and in case of limited company by all the directors of the Company excluding Government of India/ Financial institution nominees and independent non-official part time Directors appointed by Government of India or Government of the State and full time Directors of PSUs both State and Central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and security Deposit will be forfeited at any stage whenever it is noticed and BHEL will not pay any damage to the company or firm or the concerned person. If the certificate is not given the bid will be rejected.

**19.3.1.** The company or firm or the person will also be debarred for further participation in tenders in BHEL BAP Unit Ranipet.

**19.3.2.** The near relatives for this purpose are defined as:-

- (a) Members of Hindu Undivided family
- (b) They are husband and wife
- (c) The one is related to the other in the manner as father, mother, son(s), Son's wife ( daughter-in-law), Daughter(s) and daughter's husband ( son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)

**19.4.** Whether the Tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in BHEL or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Contractors.
- c. Demoted to lower class of job.
- d. Under Orders for banning or suspending business with him/them.

If YES, give the details indicating the period. If NO, a declaration is to be given in the format given in Section –A2. If the Declaration is not given the offer will be rejected.

**19.5. Banning of Business Dealings:**

If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the BHEL/BAP Unit or detrimental to the BHEL/BAP Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company. In such cases no damages are payable by BHEL.

**19.6. Contractor's Background:**

Persons (proprietor/partner/director, etc ) convicted for any criminal offence involving moral turpitude / economic offences (other than freedom struggle) would not be eligible for allotment of Contract and if such a person is allotted the Contract by suppression of information, it will be cancelled.

**19.7. Fraud Prevention Policy:**

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

**19.8.** Whether already registered with BHEL or any other Govt. Department / Public Undertaking. If YES, furnish the following information and submit the documentary evidence:

Sl. No.	Name of the Organization registered with	Category of work	Qualified to tender up to Rs.	Date of Registration	Validity of Registration

(If space is not sufficient the details may be given in a separate sheet duly signed by the Tenderer with seal.)

- 20.** The Tenderer shall quote for the entire tendered quantity as per Scope of Work. The Tenderer shall be ranked L-1, L-2,.etc. on the basis of quoted rate and the amount of derived value for all the tendered items including Service Tax quoted by bidder as well as payable by BHEL as receiver of Service under Reverse Charge Mechanism of Service Tax Rules i.e. lowest rate shall be ranked as L-1 and so on.
- 21.** The Tenderer shall quote prices for all activities detailed in the scope of work given in Invitation to Tender and in Special conditions of contract and as per the format given thereupon in "Schedule of Work".
- 22.** The Tenderer shall inspect and examine the Company site, and surroundings as applicable and shall satisfy himself before submitting his tender as to the nature of work, and labour necessary for the completion of the works and the means of access to site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or effect his tender. No complaints on these accounts shall be entertained after submission of the tender.

**23. Price Bid:**

The Tenderer(s) shall submit the price bid (Section - H) as per the format given herein as "Schedule of Work".

**24.** Tenders containing overwriting or erasing, without authentication with full signature on the page(s) of "Schedule of Work" (Price Bid) and amount/quantity not shown in figures and words will be liable for rejection.

**25. Discrepancy in “words” & “Figures”**

- a. The rates & quantities quoted in the tender shall be in figure as well as in words.
- b. 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 BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- c. 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;
- d. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- e. 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 BHEL, the bid is liable to be ignored.

**26. MSE Suppliers Clause:**

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below) 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 last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other Tenderers. 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 .Documents should be notarized or attested by a Gazetted officer.

## **Section - A2**

**Page 07 of 13**

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration:

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate ( valid based on deemed validity of 5 years ) or
- c) EM II certificate along with attested copy of CA certificate ( as per prescribed format as below applicable for the relevant financial year (latest audited) , where the deemed validity of EM II is over.

However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per Clause 9 (ii) at the time of tender evaluation.

**Dy.GM/HR-RMX & FS  
BHEL/BAP,Ranipet**

**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 per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722( E) dated October 5, 2006: Rs..... 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  
(Strike off whichever is not applicable)

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 S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership No. & Seal of Chartered Accountant:

Signature of the Tenderer with seal

(Authorized Signatory)

27. Tender(s) with rates in units different from those prescribed in "Schedule of Work" will be liable for rejection. Tenders not received in the prescribed format of "Schedule of Work" specified herein shall be liable for rejection.
28. The rates in the tender shall cover all statutory duties/ taxes/ levies, as on date of tender, except service tax thereon.
29. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected. Tenderer must go through all the terms and conditions provided in the set of tender document and submit bona fide offer.
30. Any request from the Tenderer in respect of additions, alterations, modifications, corrections etc. of either terms & conditions or arithmetical correction or correction on account of overwriting/erasing of rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the Tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the tenderer will be black listed in line with extant BHEL policy. In such cases, EMD will be forfeited. The decision of BHEL is final and binding on this matter.
31. By submitting a tender for the work, the Tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaint in this regard after submission of offer shall not be entertained.
32. Acceptance of the tender will be intimated to the successful Tenderer by a Letter of Award (LOA) to be followed by agreement. The contractor shall then be required to execute an agreement after deposit of Security Deposit within the time specified in the Letter of Award. In the event of failure on part of the contractor to sign the Agreement within the specified time, no payments shall be made till signing of agreement.
33. The date of commencement of work will be 7 days from the date of LOA or actual date of commencement of the work.
34. Canvassing in any form is strictly prohibited and tenders submitted by the tenderer who resort to canvassing, will be liable for rejection.
35. Tender shall be properly bound and submitted.
36. Tender documents are not transferable.
37. Proprietary concern, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. formed after date of tender are not eligible for participating in the tender.
38. **Multiple Bids:** The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:
  - a) Two bids by the same party.
  - b) If one bidder is the Affiliate of another bidder."

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

39. If a Tenderer expires after submission of his tender, BHEL may be at their discretion to cancel such tender.
40. If the Tenderer deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
41. The General and Special Conditions of contract are complementary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, the decisions of BHEL shall be final and binding.
42. It shall be the responsibility of the persons submitting the tender to ensure that the bids have been submitted in the formats and as per the terms and conditions prescribed in the tender or downloaded from BHEL / Government e-procure / Government Tender Websites and it has not been tampered with before submission of their tender. A Certificate to this effect as per Format given in Section A2 is to be submitted. If the Certificate is not submitted, the offer will be rejected. In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorized officer of BHEL. In case any tampering / unauthorized alteration is noticed in the tender submitted from the Tender Document available on the BHEL Website, the said tender shall be summarily rejected and the Company shall have no liability whatsoever on the matter.
43. **Management's Right:**
  - i) The Company reserves the right to reject any / or all the tenders at its own discretion without assigning any reason whatsoever.
  - ii) In the event of the successful Tenderers is unable to execute the Contract or withdraws after the issue of LOA, by the Company but prior to submission of Security deposit, any amount due, with the Company will be forfeited besides initiating appropriate action.

**Dy.GM (HR-RMX & FS)**  
**BHEL/BAP, Ranipet**

**DECLARATION**

I / We hereby declare that the firm Shri/ M/s \_\_\_\_\_  
(Name of the firm) or any of the Proprietor / Partner / Director / Shareholders of  
the firm or their spouse working as contractor in BHEL or any Government  
Department or Quasi Government Agencies or Public Sector Undertakings has not  
been debarred or delisted or removed from the approved list of contractors or  
demoted to lower class of job or under orders of banning or suspending business  
with him/them.

**Signature**  
**Name** :  
**Proprietor / Partner / Director of the Firm with Stamp of the Firm**

**Date:**

**CERTIFICATE**

This is to certify that that Tender document is downloaded from the website <http://www.bhel.com> or [www.tenders.gov.in](http://www.tenders.gov.in) or <http://www.eprocure.gov.in> and has not been tampered. However, if there is any discrepancy, the Tender document duly signed and approved by competent authority available with HR Department of BHEL, BAP, Ranipet shall be final.

**Signature**  
**Name :**  
**Proprietor / Partner / Director of the Firm with Stamp of the Firm**

**Date:**

**NEAR RELATIONSHIP CERTIFICATE**

I \_\_\_\_\_ son of \_\_\_\_\_ hereby certify that none of my relative(s) as defined in tender document is/are employed in BHEL, BAP, Ranipet unit as per details given in the Tender document. In case at any stage, it is found that the information given by me is false/incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

**Signature**  
**Name :**  
**Proprietor / Partner / Director of the Firm with Stamp of the Firm**

**Date:**



## **Bharat Heavy Electricals Limited**

**(A Govt of India Undertaking)**

**Boiler Auxiliaries Plant**

**Ranipet - 632 406**

**Phone: 04172 – 284626,284092,284974**

**Fax No: 04172 - 241102**

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### **FORM OF TENDER**

(Tenderer are required to fill up all the blank spaces in this tender form)

To

The Dy.GM (HR-RMX & FS)  
HRM Department  
BHEL/BAP  
Ranipet- 632 406  
Tamil Nadu

Sir,

**Name of Work:** Application Processing Work ET - 2016 Recruitment at BHEL,  
Boiler Auxiliaries Plant, Ranipet- 632 406

I/We have examined the Tender document for your Tender No. BHEL / BAP / HR / RMX / ET-2016 dated 19/12/2015 for the above named work, I/we the undersigned offer to execute whole of the said work in conformity with the said tender document containing the Invitation to Tender, Instructions to Tenderers, Special Conditions of Contract including Scope of work, Techno - Commercial terms and Price Bid at the rates stated therein.

1. I/We, undertake, if our tender is accepted, to commence the work as per the agreement terms from the date as mentioned in the same and also undertake the assignment as per the agreement. I/We also agree that the contract / agreement shall be signed within the period as mentioned in the Letter of Award.
2. I/We agree to abide by this Tender for the period of 90 days from the due date of receipt / opening of the tender and it shall remain binding on me/us and may be accepted by you at any time before the expiry of the period. I/We also agree that we shall not withdraw / vary the tender during the aforesaid validity period of 90 (ninety) days.
3. If I / We withdraw / vary the tender bids, I/we understand that BHEL shall have the right to black list the tenderer in line with extant BHEL policy. The decision of BHEL is final and binding on this matter.

- 4. Should this tender be accepted by you, I / we hereby agree to abide by and fulfill all terms & conditions of contract and in default thereof to pay BHEL/BAP or their successor or their authorized nominees such sum of money as are stipulated in the terms and conditions contained in the contract.
- 5. BHEL/BAP has the right to reject all tenders, in part or in full without assigning any reason whatsoever.
- 6. Till a formal agreement is prepared and executed, this Tender Document along with other documents as stipulated in Clause-5 of Invitation to Tender subsequent Minutes of Meetings if any together with your written acceptance thereof shall constitute a binding contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**TENDERER**

**Witnesses:**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_  
Address : \_\_\_\_\_

Signature : -----  
Name : -----  
Date : -----  
In the capacity of \_\_\_\_\_  
Occupation: \_\_\_\_\_

Duly authorized to sign tender form and On behalf of  
.....

**General conditions of contract**  
**(Applicable for all contractors)**

**I. Definition:**

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

a) The "**Contract**" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

b) The "**Work**" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

c) The "**Contractor**" means, an Individual, Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "**The Officer In-charge**" means, the Officer deputed by the Head of HRM to supervise the work or part of the work.

e) "**Approved**" and "**Directed**" means, the approval or direction of Head of HRM, or person deputed by him for the particular purposes.

f) "**BHARAT HEAVY ELECTRICALS LIMITED**" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Head of HRM authorized to invite tenders and enter into contract for works on behalf of the Company.

g) The "**Contract Sum**" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h) A "**Week**" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i) A "**Day**" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

j) A "**Working day**" means, any day other than that prescribed by BHEL-BAP as being a Holiday, and consists of the number of hours of labour as commonly recognised by employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

**2. Heading to the contract conditions:** The heading to these conditions shall not affect the interpretations thereof.

3. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context so requires.
4. **Work to be carried out:** The Contract shall include all labour, transport for his labour and other items which may be required for the execution of the work.  
The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
5. **Deviations:** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
6. **Assignment transfer of contract:** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
7. **Sub-contract:** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
8. **Compliance to regulations and bye-laws:** - The Contractor shall confirm to the provisions of all statute relating to the work and regulations.
9. **Security Deposit:**
  - (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows:-

a) In case of works costing up to Rs.10. Lakhs :	10% of the estimated cost
b) In case of works costing above Rs.10.00 Lakhs: Up to Rs.50.00 Lakhs	1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
c) In case of works costing above Rs.50 Lakhs:	4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- i) Cash, (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Office such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the Security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Bank / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) 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.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The Security Deposit shall not carry any interest.

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

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

- 11. Contractor's supervision:** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the HEAD OF HRM to act on his behalf.

The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the HEAD OF HRM or the OFFICER IN-CHARGE, to receive instructions.

The contractor has to arrange for requisite supervision of all the above works at his cost.

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

- 12.** The Contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc.
- 13.** The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his workmen and for statutory payments.
- 14.** The Contractor should ensure that his workmen follow all rules and regulations related to safety and security.
- 15.** The contractor shall employ such personnel who are medically fit. The Company has the right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 16. Precautions against risk:** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 17. Damage & loss to private property & injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the HEAD OF HRM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or

purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**18. Indemnification:**

- I. The Contractor shall indemnify and keep indemnified the Company from and against all actions, claims, demand and / or liabilities whatsoever arising out of this agreement or consequent upon the breach of any of the provisions of this agreement and / or against any claim, action or demand by any of the Contractor's employees, person(s), firms, institutions under any law, rule or regulation having the force of law, including, but not limited to, claims against the Company under the Employees Compensation Act, 1923, Employee State Insurance Act, the employees Provident Fund Act, 1952. The Contract Labour (Abolition & Regulation) Act, 1970, and the Minimum wages Act, 1948 and any amendments thereto, Finance Act 1994 (as amended) etc.
- II. The Contractor shall defend, indemnify and hold, the Company, its officers, Directors, Agents and employees harmless from and against any and all claims, losses, expenses(including reasonable attorney fees) demands, settlements or judgments(claims) which result out of;
  - a. Presence of the Contractor or tools/equipments used by the Contractor in his performance of this contract on the property of Company or its customers or
  - b. The acts and errors, omission or negligence of the Contractor while on the property of BHEL or its customers, regardless of whether the loss, damage, or injury resulting from same occurs its customers, regardless of whether the loss, damage, or injury resulting from same occurs after the Contractor left Company's property or
  - c. The non-payment by the Contractor of any monies due and owing a third party with whom the Contractor had contracted at any time during the contract period or any extension thereof.
  - d. Contractor agrees that BHEL is not responsible for any type of damage and / or losses, risks, whatsoever be that may accrue for employees or agents or Contractor in execution of this contract. The Contractor shall insure himself and employees suitably to cover his / Contractor's risks.

- III. In case of any loss caused due to negligence, carelessness, default any omission or conduct on the part of Contractor or on account of employees of the Contractor, the same shall be made good by the Contractor or its employees or representatives.. The Contractor will be liable for any loss or damage to Company and its employees or to any third party resulting from fire, leakage, negligence, carrying out the work assigned to them. The Contractor shall indemnify and keep the Company indemnified against any such loss or damage and shall pay to Company such amount as the Company may be called upon by law to pay.
- IV. The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/ HRM BHEL BAP Unit and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- V. Contractor shall indemnify BHEL against all claims and losses under various laws, including but not limited to Tax Laws, Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

**19. Laws governing the contract:** The contract shall be governed by the Indian Laws as amended from time to time being in force.

**20. Cancellation of contract for corrupt acts:**

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

If the Contractor shall:

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

OR

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

OR

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

**21. Risk purchase:-**

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by HEAD OF HRM or his authorized officials and continues in that state after a reasonable notice from HEAD OF HRM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by Officer In-charge of Recruitment, BHEL, BAP, Ranipet-632 406 which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HEAD OF HRM or the same shall be recovered from the Contractor by other means.

**22. Cancellation of contract for insolvency assignment of transfer or sub-letting of contract:**

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

If the Contractor:

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

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

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SDGM/HRM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the Cost exceeds the money due to Contractor under

this contract, the Contractor shall either pay the excess amount ordered by HEAD OF HRM or the same shall be recovered from the Contractor by other means.

- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HEAD OF HRM whose decision shall be final and conclusive.

**23. Cancellation of contract in part or full for contractor's default:**

If the Contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HEAD OF HRM or his authorized representative;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL, Cancel the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by Head of HRM which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HEAD OF HRM or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HEAD OF HRM whose decision shall be final and conclusive.

**24. Termination of contract on death of contractor:**

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

**25. Special power to termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Head of HRM shall give three month's notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

**26. Submission of bills by contractor:**

The Contractor after completion of Stage-I and Stage-II of the Scope of work shall submit the First bill in triplicate detailing work done during the period duly certified by the officer-in-charge of the process to Dy GM (HR-RMX & FS). The second bill shall be submitted after completion of Stage-III of the process as stated above.

**27. Payment Terms:**

The contractor shall raise the bill in two stages. First Bill shall be raised after satisfactory completion of Stage I and Stage II for the value of 90% of the total no of applications processed with due certification by the concerned official and the balance 10% shall be raised after satisfactory completion of Stage III with due certification. The payment will normally be made within 45 days after submission of bills through electronic fund transfer mode. Successful tenderer shall submit EFT format duly filled in with banker's certification in original. The EFT format will be sent to the successful tenderer later.

**Payment of bills:**

All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by Officer In-Charge of Recruitment, BHEL BAP Unit.

**28. Recovery from contractor:**

The Company shall have a lien on all the amounts that may become due and payable to the Contractor under this or any other contract, transaction of any nature between the Company and the Contractor including the Security deposit furnished by the Contractor under this contract or any other contract or in respect of any debit or sum that may become due and payable to the Company by the Contractor either alone or jointly on transaction of any nature whatsoever between the Company and the Contractor. The Company shall be entitled to deduct the said debit or sums due and payable to the Company (of which the Company shall be the sole judge) by the contractor from the amounts aforesaid and the Security Deposit without prejudice to the other rights and remedies available to the Company.

**29. Post technical audit of work and bills:**

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

**30. Refund of security deposit:**

The Security Deposit mentioned in condition 9 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**31. Force majeure clause:**

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

**32. Arbitration:**

All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the HEAD OF HRM or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to Arbitration. The Arbitrator will be appointed by the Unit Head of BAP-Ranipet.

In the event of such an Arbitrator to whom the matter is originally referred, refuses to act or is incapable of acting for any reasons whatsoever, the UNIT HEAD of BHEL, BAP, Ranipet shall appoint another person to act as Arbitrator in his place in accordance with the terms of this contract.

Such person(s) shall be authorized to proceed from the stage at which, his predecessor left it.

The place of Arbitration shall be Ranipet. The Arbitrator may hold the proceedings at such a location in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**33. Signing of contract:**

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

**34.** A) Contractor shall comply with the Applicable Law in relation to all matters pertaining to the contract. Such matters shall, without limitation, include tax, employment, safety etc.

B) Without prejudice to the foregoing, all statutory requirements under Minimum Wages Act 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.

C) Contractor shall indemnify BHEL against all claims and losses under the Applicable Laws that may occur to the Contractor, the employees, Director, management, permitted assignees, etc during or due to the performance of the Contract or preparation thereof.

D) Contractor shall maintain proper records of compliance with Applicable Laws prescribed and provide clarifications/ proof/ documents when sought by BHEL.

E) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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

**35.** BHEL will not bound by any Power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

**36. Jurisdiction of Court:**

The Courts at Ranipet, Tamil Nadu shall have exclusive jurisdiction in the event of any judicial proceedings relating to or arising out of the contract.

**37.** No interest shall be payable by BHEL in Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.

**38. Discipline:**

I. Personnel engaged by the Contractor shall abstain from taking alcohol or any other intoxicating drinks or drugs before attending duty or while on duty. Any instance of violation of the directives shall amount to non-performance of duty involving wage cut or compensation and even removal of such person from duty.

II. The personnel in their dealings with the employees of the Company must show politeness and should be well behaved.

III. In the event of any Act of indiscipline on the part of the contractor's workmen, the Company reserves the right to remove such workmen and on the advice of the Officer-In-Charge of Canteen of the Company, the Contractor shall be duty bound and liable to replace such workmen forthwith.

**39. Identity cards for the Personnel:** The Contractor shall issue Identity Cards duly countersigned by the Security In-charge of the Company (BHEL/BAP) to their Personnel, who shall carry the same while on duty. Any Contractor's Personnel found without proper Identity Card while on duty, his above act shall be viewed as an act of indiscipline. The Contractor shall strictly abide by the Rules and Regulations enforced by the Company from time to time.

**40. Work on all days:** The Contractor shall ensure to carry out the work in all days throughout the contract period as specified in the NIT.

**41.** The Contractor shall not engage any person having bad / criminal record.

**42.** The Contractor shall insure all their employees to cover them against any sort of injury, death etc. during the course of deployment. A copy of the policy taken in this regard shall be submitted to the Company. The Company shall not be responsible for any such injury, death etc., nor shall be liable to

pay any compensation, whatsoever, in such cases. The Contractor will execute the jobs undertaken by it directly and with its own resources and subletting any part of the assignment is not allowed.

- 43.** In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of their duty) sustained by Contractor's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the Contractor and not of the Company. If for any reason, compensations, costs etc., are paid by the Company, the same shall be reimbursed by the Contractor to Company without any demur, including interest at ruling rate till settlement and such settlement shall be made by the Contractor within one month from the date of Demand by the Company and upon failure of the Contractor to do so, the Company shall have the right to adjust the monthly bills payable to the Contractor towards the amounts payable by the Contractor till the entire dues are wiped off.
- 44.** Delay in receipt of payment of bills for work executed shall, however, not entitle the Contractor to abandon the contract or claim any damage or interest for such delay in payment nor shall it be accepted as excuse for non-compliance of the terms of this contract.
- 45.** The Company shall not accept any liability for giving employment to the Contractor's personnel at any time. The Contractor shall make this amply clear to their personnel. There will be no Employer and Employee relationship between Company and the labour/supervisor so engaged by the Contractor under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Contractor to regulate any terms of employment with the engaged persons without any liability whatsoever to the Company (BHEL).
- 46.** The Contractor shall also report all accidents in respect of their employees arising in the course of and out of their employment and effect payment of compensation as per Employees Compensation Act, 1923 as amended from time-to-time within the prescribed time limit. In case of all accidents, fatal, serious or minor, the Contractor must immediately bring it to the notice of the Head of HRM Department or their authorized representative, who will send necessary intimation to the concerned authorities. In the event of the Contractor's failure to pay/deposit with the Commissioner, the amount of compensation payable under the Workmen's Compensation Act, the Company shall have the right to set aside the relevant amount from the bills or from the Security Deposit for due settlement of the claims arising under the said Act and Rules at their own discretion and the Contractor shall bear the full responsibility in this behalf.

- 47.** The Contractor shall also report all accidents in respect of their employees arising in the course of and out of their employment and effect payment of compensation as per Employees Compensation Act, 1923 as amended from time-to-time within the prescribed time limit. In case of all accidents, fatal, serious or minor, the Contractor must immediately bring it to the notice of the Head of HRM Department or their authorized representative, who will send necessary intimation to the concerned authorities. In the event of the Contractor's failure to pay/deposit with the Commissioner, the amount of compensation payable under the Workmen's Compensation Act, the Company shall have the right to set aside the relevant amount from the bills or from the Security Deposit for due settlement of the claims arising under the said Act and Rules at their own discretion and the Contractor shall bear the full responsibility in this behalf.
- 48.** Neither the Contractor nor any of the Contractor's employees will have any claim against the Company for any liability arising out of any commission / omission caused by the Contractor's employees on duty.
- 49.** The Contractor shall abide by the decision/ recommendations/ awards of the Court/Labour Court/ Industrial Tribunal/ Wages Board of Commissions appointed by the appropriate Government in respect of this Industry and shall secure implementation of the provisions of the decisions / award/ recommendations from time to time and maintain such relevant records and registers as are required to be maintained under these legislations/award/decisions and produce them before Head of HRM Department BHEL/BAP, Ranipet or their authorized representative and other statutory authorities as and when required.
- 50.** Stoppage of work or non-performance in whole or in part by the Contractor of any obligation under this contract due to reasons within their control shall be treated as breach of contract entitling the Company consequential legal remedies against the Contractor including termination. The Contractor will have no claim in Security Deposit /CPG and the whole amount deducted towards CPG/ Security Deposit will be forfeited. If the performance in whole or part of any terms and conditions /obligations under this contract is prevented or delayed by reasons of any such eventuality the contract shall be terminable at any time without assigning any reason what-so-ever and at the discretion of the Company.

- 51.** In case of the Company receives any representation or demand for payment of any amount from any statutory authority to the Contractor or the contractor's employee / workmen at any time towards any statutory dues including but not limited to wages or other dues or provident fund etc. or for any other reason whatsoever from any statutory authority or to any other persons as per directions of the statutory authority, then in that event, the Company shall have the right to deduct the said amount from the amounts due to the Contractor and pay the same.. The decision of the Company in this regard shall be final and binding on the Contractor.
- 52.** The Contractor shall be responsible for settlement of any claim / dues in case any of the Contractor's employees sustains injury or incurs damage or loss either to any person or property within the premises of the Company. The Contractor shall take necessary insurance coverage for all his employees / workmen.
- 53.** The Contractor shall abide by the decision/ recommendations/ awards of the Court/Labour Court/ Industrial Tribunal/ Wages Board of Commissions appointed by the appropriate Government in respect of this Industry and shall secure implementation of the provisions of the decisions / award/ recommendations from time to time and maintain such relevant records and registers as are required to be maintained under these legislations/award/decisions and produce them before Head of HRM Department BHEL/BAP, Ranipet or their authorized representative and other statutory authorities as and when required.
- 54.** Stoppage of work or non-performance in whole or in part by the Contractor of any obligation under this contract due to reasons within their control shall be treated as breach of contract entitling the Company consequential legal remedies against the Contractor including termination. The Contractor will have no claim in Security Deposit /CPG and the whole amount deducted towards CPG/ Security Deposit will be forfeited. If the performance in whole or part of any terms and conditions /obligations under this contract is prevented or delayed by reasons of any such eventuality the contract shall be terminable at any time without assigning any reason what-so-ever and at the discretion of the Company.

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**BHEL/BAP,Ranipet**

**Terms and conditions with regard to compliance of various labour laws by the contractors for BHEL**

- 01** The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02** The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
- (a) The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.
  - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
  - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
  - (d) The Factories Act 1948 and the related Tamilnadu Rules.
  - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
  - (f) The Employees State Insurance Act 1948.
  - (g) The workmen's Compensation Act 1923.
  - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.
  - (i) Bonus Act
  - (j) The Tamil nadu National & Festival Holidays Act
- 03** The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- 04** The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.

**Wages:**

- 05** The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time.

The Minimum Wages Act of Tamil Nadu Government for General Engineering and Fabrication Industry under T.N. Govt. Minimum Wages Rules shall be followed and the minimum wages as detailed below have to be paid to the labourers accordingly.

<b>Details</b>	<b>USW</b>	<b>SSW</b>	<b>Skilled</b>
Basic Wages per day	Rs.120	Rs.128	Rs.135
Dearness Allowance per day	Rs.176	Rs.176	Rs.176
<b>Total minimum wages per day</b>	<b>Rs.296</b>	<b>Rs.304</b>	<b>Rs.311</b>

The statutory requirements like PF, ESI & OT will be applicable for the above total wages. Any minimum wage increase during the contract period will have to be borne by the contractor.

- 06** The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- 07** The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10<sup>th</sup> day of the following month.
- 08** All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- 09** Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 10** Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- 11** The contractor shall ensure the disbursement of wages in the presence of such authorize representatives of BHEL management.
- 12** A certificate of payment shall be furnished in duplicate by the contractor to the Officer in-Charge / Recruitment for processing subsequent bills.
- 13** A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.

### **Registers records and collection of statistics**

- 14** The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
  - b. Employment Card.
  - c. Service Certificate.
  - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc,
- 15** Contractor shall issue one month advance notice to the workmen of contract intimating the expiry/termination of Contract and the same shall be given to BHEL.

- 16** All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.

**Notice of Accident:**

- 17** Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- 18.** The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- 19** The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- 20** The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952.
- 21** The contractor shall within ten days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
- 22** Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.

- 23** The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- 24** In case of non compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- 25** Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

**General:** Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

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**Safety precautions to be taken by the contractors**

The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.

Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.

Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.

No material of any kind shall be dropped or allowed to be dropped from any height.

Defective ladders shall not be used at all.

Inflammable materials shall not be stored near places where the sparks are likely to occur.

The necessary safety equipments such as gloves, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.

If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.

The working area shall be kept clean and free from all obstructions.

All temporary electrical connections shall be properly earthed, insulated and periodically checked.

The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.

All safety precautions are to be taken by the contractor at his cost.

These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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**Note:** All Personal Protective Equipments should be supplied by the contractor to his workmen at his own cost.

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**Scope of work and special conditions of contract**

**Name of Work: Application Processing Work ET - 2016 Recruitment at  
BHEL, Boiler Auxiliaries Plant, Ranipet- 632 406**

**1. Scope of Work:**

The application processing work has to be carried out in **THREE** stages as detailed below: -

**1.1. Stage I:**

- 1 Collecting the letters from Ranipet Head Post Office / Courier.
- 2 Opening the letters, stapling the acknowledgement form, challan, community /PH/Ex Servicemen certificate and affixing the date seal.
- 3 Removal of envelope.
- 4 Allotment of registration number to each acknowledgement slips either by barcode sticker or by numbering machine.
- 5 100 forms to be bundled and each bundle to be numbered.

**1.2. Stage II:**

- 6 Acknowledgement number to be keyed in into system using the bar code reader.
- 7 All enclosed certificates/challan etc to be verified.
- 8 After verification of all certificates/challan, Registration number to be captured in to the system.
- 9 Re bundling of forms in Registration number order and storing bundle number wise.
- 10 Labeling of bundles with details of bundle number / registration number / acknowledgement number and storing the bundles in the allotted space.

**1.3. Stage III:**

- 11 Picking up the forms of shortlisted candidates for the Personal interview.

**“The Scope of work shall include all activities connected with, incidental or ancillary to those specified herein”.**

**Note: Approximately around 1 lakh applications are likely to be received for this recruitment and to be processed. This is only tentative and it may be on the higher/lower side and notwithstanding anything to the contrary BHEL shall not be liable if the applications received are either substantially higher or lower and it is not guaranteed.**

**2. Special Conditions:**

**2.1. Requirement of Manpower:**

The requirement of workmen will be intimated on the previous day based on the inflow of the applications and the contractor shall employ the informed no of workmen accordingly. Tentative requirement of manpower requirement will be as follows. This is only indicative and the contractor is bound to employ the exact number of workmen as informed by BHEL.

<b>From</b>	<b>To</b>	<b>USW</b>	<b>SSW</b>	<b>Skilled</b>	<b>Total</b>
06.01.2016	09.01.2016	6	3	1	10
10.01.2016	16.01.2016	10	4	1	15
17.01.2016	24.01.2016	12	8	1	21
25.01.2016	31.01.2016	15	10	1	26
01.02.2016	06.02.2016	25	10	1	36
07.02.2016	09.02.2016	29	10	1	40
10.02.2016	13.02.2016	10	10	1	21
06.01.2016	12.02.2016	2			2
For completing stage III - Dates will be intimated as per requirement		6	3	1	10

- 2.2.** The work will be carried out in 1 shift on daily basis. If the contractor does not deploy the minimum number of manpower recovery will be imposed proportionately. However, if the Contractor brings more number of persons for executing the work, he will not be paid any extra price for the additional manpower. The Contractor shall provide Weekly Off / National and Closed Holiday or wages in lieu of the same. No overtime charges / extra charges other than what is agreed shall be payable by BHEL to the Contractor.
- 3.** The Contractor shall furnish the names, permanent & local addresses of the Contractor's employees deployed at the Company's premises from time to time.
- 4.** The Contractor shall make his own arrangement for accommodation for his personnel and BHEL will not extend any facility/amenity that are extended to the staff and the families of its employees to the staff of contracting Contractor. However, BHEL/BAP at its discretion may provide subsidized food and beverage facilities for the personnel of the Contractor during their working hours which the Contractor may avail.
- 5. Rates:** The rate quoted should be inclusive of all charges as per scope of work mentioned above and other overhead charges. The rates quoted shall be firm throughout the period of the contract. **No rate increase shall be accepted by BHEL whatsoever be the reasons.**

6. In quoting the rates the tenderers are advised to take into account all factors including any fluctuations in the market rates / labour wages etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
7. **Taxes & Duties:** This clause shall be applicable not withstanding any other clause related to taxes & duties mentioned elsewhere in this tender document.
8. **Service Tax – Supply of Manpower Service:**
  - A. The Tenderers shall not include Service Tax in their quoted rates; but the Tenderer has to separately indicate the Service Tax rate in the unpriced Bid (Schedule of work), Service Tax Rate, amount and workings thereof in the Price bid schedule included in the Tender documents.
  - B. If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.
  - C. The price quoted in the Price Bid shall be inclusive of all taxes, duties, levies etc. other than Service Tax
  - D. The Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.
  - E. Any statutory variation in Service Tax Rate during the contract period shall be reimbursed by the Company based on claim by the Contractor along with valid documentary evidence.
9. The Security Deposit should be remitted before start of the work by the contractor. The EMD amount of the successful bidder can be converted as security deposit and the balance amount shall be remitted. No interest will be paid to the Contractor for the amount deposited during the period of agreement. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract, EMD will be forfeited and the tenderer shall be liable to compensate BHEL for any losses incurred by BHEL. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract.

**10.** The Officer In-charge / Recruitment, BHEL BAP unit shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

**11. Payment:**

- a. The Company shall make payment against the bills to the Agency subject to the satisfactory performance of the Agency as certified by the authorized officer of the Company.
- b. Daily status report to be maintained by the contractor for recording the activities carried out in the process and to note down the deficiency in service, if any, which should be certified by the Officer In-charge/Recruitment for making payment.
- c. After completion of Stage I and Stage II, 90% of the bill in triplicate duly certified by the officer in charge shall be submitted by the Agency to the Company's executing authority. The bill should clearly state the stages of completion and actual number of applications processed during the period. 10% of the bill shall be submitted after completion of Stage III duly certified by the officer in charge.
- d. The Company will make payment of the bills to the Agency within a reasonable time after receipt of stage-wise bills complete in all respects with all the following supporting documents:-
  - a. Original invoice
  - b. Wage Sheet for the previous stage.
  - c. Proof of payment of Service Tax

The above documents are to be submitted to the Officer-In-charge, BHEL, BAP, Ranipet who will certify the same after due verification. Due to any reason, if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. The Agency shall submit the EFT form enclosed with the Tender documents signed by the authorized signatory and duly certified by their bankers to receive the payments through EFT.

- e. Service Tax Registration Number / Service Tax Head, Service Tax code and Accounting code are to be mentioned in the invoice / receipts by the Agency.

**12. Executing Authority:** Officer In-charge Recruitment, BAP, BHEL, Ranipet or any authorized representative nominated by Head of HR will be the Executing Authority for this job and he shall give necessary directions to the Contractor. The Contractor shall follow all his instructions.

**13. Deduction of Tax at Source (TDS):**

Income tax and other taxes at the rates applicable from time to time, shall be deducted from the bills of the contractor at source as required under the statutory provisions.

**14. Recovery:**

**14.1.** The Contractor agrees to indemnify the Company against any such loss or damage caused by breach of any of the terms or conditions of this contract.

**14.2.** If the Contractor fails to perform any of their obligations under this contract on any day or at any time, or repudiates the contract during the contract period, the Company may without prejudice to any other right or remedy available to the Company initiate action as follows:-

The company shall perform the work by itself or through another contractor at the risk and cost of the Contractor. The cost recoverable from the erring Contractor shall include but shall not be limited to loss of man hours, increased cost of identifying alternative contractor etc.

**14.3.** If the contractor is not carrying out any of the above work, BHEL will carry out the work by invoking or operating 'Risk Purchase Clause' under Clause No.21 of Section-B of General Conditions of the Contract besides imposing 'Recovery Clause' under Clause No.28 of Section-N of General Conditions of the Contract and 2.1, 2.2 of Section-E of Scope of work and special conditions of contract. BHEL will arrange for the work or part of the work in default by the Contractor to be carried out, through other Agencies. Such decision of the Company being final and binding on the Contractor and will be at the cost and risk of the Contractor.

**15.** Recovery will be made on the Contractor for defaulting in payment to their Personnel will be as under:

The Contractor shall regularly pay wages to their personnel. If they fail to clear the due wages of Contractor's personnel, and the Company (BHEL/BAP) is forced to pay to the Contractor's personnel, then, damages @15% on the amount paid will be levied in addition to the wages paid, will be recovered from the running bills / CPG.

- 16.** Application processing work is an important work and has to be completed within the notified period. It requires more data entry skills from the contractor's side. Based on the experience, requirement and location, tentative requirement of manpower deployment are indicated as per clause 2.1 of Section-E. If any of the work is not carried out by the contractor due to deployment of less number of workmen or low productivity of the workmen, suitable action as per Recovery clause will be operated. If the contractor deploys less than 40 personnel, payment would be deducted pro rata rate per day but no extra payment would be made more than the quoted rate per day even if the contractor deploys more than 40 workmen on any working day.
- 17.** Similarly, on Sundays & Holidays based on the experience, requirement and location, workmen required will be intimated previous day to process the applications as per scope of work given in Clause 2. If any of the work is not carried out by the contractor due to deployment of less number of workmen or low productivity of the workmen, suitable action as per the Recovery Table will be operated.
- 18.** In case of continuous short-supply of personnel by the Contractor, Recovery Clause specified in Clause 14 will be operated by BHEL. The foregoing shall be without prejudice to any other right that may be available to BHEL under contract, law or equity.
- 19. Termination of contract**  
The contract can be terminated by BHEL for whatsoever
- 20. Waiver:**  
Any waiver of any clause of the Contract can be done only by the competent authority of the Company

**Dy.GM/HR-RMX & FS**  
**BHEL/BAP,Ranipet**

**Acceptance for Electronic Fund Transfer / RTGS Transfer**

<b>01</b>	<b>Name &amp; Address Of The Supplier / Vendor</b> <b>Phone No. with Std Code</b>	<b>PAN No.</b> <input style="width: 100%;" type="text"/>
<b>02</b>	<b>Vendor Code</b> (as in Work Order)	<input style="width: 100%;" type="text"/>
<b>03</b>	<b>Details Of Bank Account:</b>	
<b>A)</b>	<b>Name &amp; Address of the Bank</b> (With Pin Code)	
<b>B)</b>	<b>Bank Telephone Number</b> (With Std Code)	<input style="width: 100%;" type="text"/>
<b>C)</b>	<b>Bank Branch Code:</b>	<input style="width: 100%;" type="text"/>
<b>D)</b>	<b>MICR Code</b>	<input style="width: 100%;" type="text"/>
<b>E)</b>	<b>Account Number</b>	<input style="width: 100%;" type="text"/>
<b>F)</b>	<b>Type Of Account</b>	CURRENT / OD / CASH CREDIT
<b>G)</b>	<b>Vendor Name as per Bank Records</b>	
<b>H)</b>	<b>Bank Branch Rtgs Ifsc Code</b>	<input style="width: 100%;" type="text"/>
<b>I)</b>	<b>Bank Branch Neft Ifsc Code</b>	<input style="width: 100%;" type="text"/>
<b>J)</b>	<b>Vendor's email id</b> (Give Two Ids) <input style="width: 100%; height: 20px;" type="text"/> <input style="width: 100%; height: 20px;" type="text"/>	
<b>K)</b>	<b>Name of Authorised Signatory</b>	

**Certificate:** I / We hereby agree to receive the payments due from Bharat Heavy Electricals Limited, Ranipet by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account are a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

**Authorised signatory of vendor with seal**  
**Banker's Certification**

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

**PLACE:** \_\_\_\_\_ **Manager / Officer's Signature Under Bank stamp)**

**DATE:**  
Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

**Signature of the Tenderer**

**Sub: Application Processing Work ET - 2016 Recruitment at BHEL, Boiler Auxiliaries Plant, Ranipet- 632 406**

**UNPRICED BID (SCHEDULE OF WORK)**

Sl No (1)	Description (2)	Unit (3)	Estimated Quantity (4)	Rate per application (In Rs.) (5)	Total Amount (in Rs.) (6) = (4) x (5)
01.	Processing of applications for ET-2016 recruitment for the entire scope of work as indicated in 3, 3.1, 3.2 & 3.3 of Section-A1 and 1, 1.1., 1.2., & 1.3 of Section-E.	No	100000	Quoted	Quoted
02.	Service Tax rate in %			(In figures)	
				(In words)	
03.	<b>Total amount including Service Tax</b>	No	100000	Quoted	Quoted

**Note:**

1. The estimated quantity indicated above is only tentative and it may be on the higher/lower side and not withstanding anything to the contrary BHEL shall not be liable if the applications received are either substantially higher or lower and it is not guaranteed.
2. The rate shall be firm throughout the Contract period.
3. Service Tax Rate alone is to be filled in Sl. No.2 above.

Sub: Application Processing Work ET - 2016 Recruitment at BHEL, Boiler Auxiliaries Plant, Ranipet- 632 406

**PRICE BID (SCHEDULE OF RATES)**

Please Quote rates both in figures and Words in appropriate columns

Sl No (1)	Description (2)	Unit (3)	Estimated Quantity (4)	Rate per application (In Rs.) (5)	Total Amount (in Rs.) (6) = (4) x (5)
01.	Processing of applications for ET-2016 recruitment for the entire scope of work as indicated in 3, 3.1, 3.2 & 3.3 of Section-A1 and 1, 1.1., 1.2., & 1.3 of Section-E.	No	100000	(In figures)	(In figures)
				(In words)	(In words)
02.	Service Tax rate % in Column (5) and Service Tax Amount in Column (6)			(In figures)	(In figures)
				(In words)	(In words)
03.	Total amount including Service Tax	No	100000	(In figures)	(In figures)
				(In words)	(In words)

**Note:**

- The estimated quantity indicated above is only tentative and it may be on the higher/lower side and notwithstanding anything to the contrary BHEL shall not be liable if the applications received are either substantially higher or lower and it is not guaranteed.
- The rate shall be firm throughout the Contract period.
- Service Tax Rate in Column (5) and Service Tax Total amount in Column (6) are to be indicated.