



## INVITATION TO TENDER

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Ref: OS/SC/2022-23/13/08

Date: 08.06.2022

**Sub:** Service Contract for operations like Copper Slag Blasting, Surface Preparation, Painting & Special Painting etc. inside Production shops of M/s BHEL-HPVP, Visakhapatnam for a period of **Ten Months** – Reg.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

| SL. NO. | NAME OF THE WORK                                                                                                                                                                                           | ESTIMATE ₹. | EMD ₹.     | CONTRACT PERIOD |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-----------------|
| 01      | Service Contract for operations like Copper Slag Blasting, Surface Preparation, Painting & Special Painting etc. inside Production shops of M/s BHEL-HPVP, Visakhapatnam for a period of <b>Ten Months</b> | 16.93 Lakhs | 33,870/- * | Ten Months      |

**\* Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per Clause no.4**

### 1.0 ELIGIBILITY CRITERIA:

- I) Average annual turnover of the contractor duly certified by a practitioner chartered accountant during the last 3 years ending 31st March 2021 should be. **₹5.08 Lakh.**

Tenderer should enclose EPF, ESI, PAN, GSTIN registration no., Income tax returns for last three years (AY- 2019-20, 2020-21 & 2021-22) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 Financial years.

- II) The Contractor should have experience of completing similar works during the last 7 years ending **31<sup>st</sup> May 2022** as given below: -

- (a) **Three** similar completed works costing not less than the amount equal to **₹6.77 Lakh** each

OR

- (b) **Two** similar completed works costing not less than the amount equal to **₹8.47 Lakh** each.

OR

- (c) One similar completed work costing not less than the amount equal to **₹13.55 Lakh.**

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note:** Similar work means Carrying out of Abrasive blasting works like copper slag blasting & Painting works in operating industry on regular contract basis for State / Central Govt. or Undertakings or Private firms

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.  
IV) It is mandatory to submit the documentary evidence in respect of work experience and capability to execute the work along with bids only, failing which the bid will be liable for rejection.

- V) **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located at Visakhapatnam, Andhra Pradesh. **Documentary evidence to be submitted**

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**2.0 SCOPE OF THE WORK:**

- a) The Scope of works includes execution of painting works of equipments, sub-assemblies, pipes fabricated materials etc., in BHEL-HPVP premises by deploying proper and adequate experienced and qualified painters, unskilled, semi-skilled & skilled manpower, dedicated supervising staff, machineries and all other tools and tackles required for smooth and timely execution of work. For details please refer **Annexure – I**.
- b) The scope of works also includes Purchase/ supply of Copper Slag, Deployment of experienced and qualified painters, unskilled and skilled manpower, Copper Slag Blasting machine with accessories, Wire Brushes, Painting Brushes, Painting Spray Gun & Air less paint Spray Gun with accessories, DFT meter for checking the paint DFT, Safety appliances like safety shoes, masks, goggles, hand gloves to workmen and Regular Cleaning of the related work area after completion of the work.
- c) Contractor to arrange the surface profile gauge to check the surface after copper slag blast cleaning and before painting. Similarly, contractor to measure the paint DFT after each coat as per painting schedule/drawings and same are to be recorded in a Log Book counter signed by BHEL shop representative.
- d) Proper storage of copper slag is vendor's responsibility.
- e) Copper slag to be changed at regular intervals in order to get the required surface finish as per specification.
- f) Minimum two copper slag blasting machine with accessories to be available at any point of time.
- g) Regular cleaning of related works area along with disposal of debris and unwanted materials is the responsibility of the vendor.

**3.0 LOCATION OF WORK:**

- 3.1 The subject work is to be carried out in the premises of BHEL, Heavy Plates & Vessels Plant (HPVP) Unit, Visakhapatnam, Andhra Pradesh.
- 3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

**4.0 EARNEST MONEY DEPOSIT:**

- I. The tenderer shall submit EMD for **₹33,870/-** (Rupees Thirty Thousand Eight Hundred and Seventy only) in the following forms only: -
  - a) Electronic Fund Transfer credited in BHEL account before tender opening (SBI Mandate form attached).
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
  - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

**Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as given below:**

**MSE suppliers can avail the intended benefits only if they submit valid UDYAM Registration / Udyog Aadhaar Registration Certificate for Micro / Small category for the above subject service along with the offer. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.**

#### **5.0 CONTRACT PERIOD:**

Contract shall be valid for a period of **Ten Months** from the date of work order **or** intimation from the date of Engineer-in-charge whichever is later.

#### **6.0 SECURITY DEPOSIT/ ePBG:**

- A. Security deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- B. The total amount of the security deposit will be **3% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

#### **C. Modes of Deposit:**

The balance amount to make up the required Security Deposit of **3%** of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

**(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)**

#### **D. Collection of Security deposit:**

At least 50% of the required security deposit, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

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

#### **E. Refund of Security Deposit:**

- i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- iii. The successful tenderers shall furnish Security Deposit within 15 days from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
- iv. The security deposit shall not carry any interest.

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

F. Security Deposit / Bank Guarantee will be released after the maintenance **period of 2 months or on closure of contract whichever is later.**

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

#### **7.0 INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

#### **8.0 TDS ON GST:**

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

#### **9.0 PAYMENTS TO THE WORKERS:**

Payment to the workers is to be made through bank by way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with monthly bill. The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time.

#### **10.0 PAYMENT TERMS:**

Bill payments will be arranged within 30 days from the date of submission of bill or 15 days from the date of clearance of the statutory compliance by IR Department whichever is later.

Bills (RA/Final Bill) to be submitted to engineer-in-charge along with following documents:

##### **A. R.A Bill**

- a) Invoice
- b) Job completion certificate issued by the Shop In-charges
- c) Proof of payment of wages to workmen.
- d) Proof of remittance of PF & ESI in respect of workmen
- e) Proof of GST payment as per annexure - GST.
- f) RTGS form
- g) WAM 06 duly filled & signed
- h) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.

##### **B. Final Bill**

- a) Invoice
- b) Job completion certificate issued by the Shop In-charges. ~~Engineer-in-charge~~
- c) Proof of payment of wages to workmen.
- d) Proof of payment of final benefits to workmen.
- e) Proof of remittance of PF & ESI in respect of workmen
- f) Copy of Wage register
- g) Proof of GST payment as per annexure - GST.
- h) RTGS form

- i) WAM 07 duly filled & signed
- j) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.
- k) In case of release of security deposit, WAM-10 to be filled and submitted.

**Note:** All payments will be released through RTGS/ NEFT only.

#### **11.0 PRICE SCHEDULE, TAXES & DUTIES:**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. **The quoted prices shall be inclusive of all applicable taxes & duties including GST as applicable as on due date of tender submission. GST as applicable shall be payable by vendor & the same will be reimbursed as per Annexure - GST.**
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
- g. **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**

#### **12.0 PENALTY:**

In case the work suffers due to insufficient manpower and due to reasons not attributable to BHEL-HPVP, penalty for delayed period is of 0.5% per week subjected to maximum of 10% of Work order value.

#### **13.0 COMPENSATION IN CASES OF DEATH / PERMENENT INCAPACITATION OF PERSON DUE TO UNINTENDED / UNFORESEEN OCCURENCES DURING MANUFACTURING / OPERATION AND WORK AT BHEL FACTORIES / OFFICES:**

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

- a) Victim: Any person who suffers permanent disability or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trail operation, performance guarantee testing undertaken by company or during any works/during working at BHEL units/offices/townships and premises/project sites.
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).
  - (ii) In the event of other Permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Displacement: A displacement that is classified as a permanent total disablement under the provision to Section 2(I) of the Employees Compensation Act, 1923".

**14.0 RISK PURCHASE:**

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

**15.0 GENERAL:****15.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD/ MSME certificate, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

**15.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.****15.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.**

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

**15.4 Sr. DGM (Prodn) shall be the Engineer-in-charge for herein after referred to as such in the tender.****15.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidder.****16.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:****PART - I: TECHNO COMMERCIAL BID**

- |                                                |                  |
|------------------------------------------------|------------------|
| a) Scope of Work                               | : Annexure – I   |
| b) Special Condition of Contract               | : Annexure – II  |
| c) Acceptance to the tender terms & conditions | : Annexure – III |
| d) Contractor Information                      | : Annexure – IV  |
| e) Check List                                  | : Annexure – V   |
| f) Service Level Agreement & GTC of GeM        |                  |

**PART - II: PRICE BID**

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|-------------------------------------------------|-----------------|
| g) Price Bid (Schedule of Quantities and Rates) | : Annexure – VI |
|-------------------------------------------------|-----------------|

**16.0 REVERSE AUCTION:** Tender evaluation will be done through RA in GEM Portal.**17.0** Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

**SCOPE OF WORK****::1::**

- 1.0 The Scope of works includes execution of painting works of equipments, sub-assemblies, pipes etc., in BHEL-HPVP premises by deploying proper and adequate experienced and qualified painters, unskilled, semi-skilled & skilled manpower, dedicated supervising staff, machineries and all other tools and tackles required for smooth and timely execution of work. The scope of work also includes the supply of Copper Slag, Copper Slag Blasting machine with accessories (2 sets), Wire Brushes, Painting Brushes, Paint Spray Gun & Air less Spray Gun with accessories, DFT meter for checking the paint DFT, surface profile gauges to check the blast surface before application of paint, Safety appliances like safety shoes, safety belts, masks, goggles, hand gloves to workmen and Regular cleaning of the related work area after completion of the work.
- 2.0 Proper storage of copper slag is vendor's responsibility.
- 3.0 Copper slag to be changed at regular intervals in order to get the required surface finish as per specification.
- 4.0 Painting works are to be carried out by experience and qualified painters only. If the painters are not qualified, then the same are to be qualified by BHEL/TPI prior to engage them in painting works. The cost of painter qualification shall be borne by contractor.
- 5.0 Contractor to deploy dedicated supervisor for supervision of painting works as per drawing/painting schedule.
- 6.0 Contractor to arrange the surface profile gauge to check the surface after copper slag blast cleaning and before painting. Similarly, contractor to measure the paint DFT after each coat as per painting schedule and same are to be recorded in a Log Book and counter signed by BHEL shop representative. It is the contractor's responsibility to maintain the paint DFT as per painting schedule/drawings and to be offered to BHEL shop QC for checking.
- 7.0 Minimum two copper slag blasting machine with accessories to be made available in BHEL shop at any point of time.
- 8.0 Regular cleaning of related works area along with disposal of debris and unwanted materials is the responsibility of the vendor.

**9.0 Labour License:**

The contractor shall obtain license from the statutory authority. The competent authority (Licensing authority) for the works relating to the BHEL is the Asst. Labour Commissioner (Central) Visakhapatnam.

- 10.0 The contractor has to normally work in **“A” shift 06.00 A.M to 02.30 P.M** and **“B” Shift 02.30 P.M to 11.00 P.M**. However, if department has any urgent works the contractor has to deploy the workmen for carrying out the jobs during **“C” Shift 11.00 P.M to 6.00 A.M** on working days and also on Public Holidays and Sundays.

**11.0 Operation of this contract:**

The contractor should get in touch with the shop Manager / In-charge for operation of this contract. The monthly bills will be processed based on the job completion certificate given by shop Manager / Incharge duly countersigned by production in-charge.

- 12.0 Deployment of sufficient number of manpower to meet the simultaneously requirements of BHEL Production Shops for the entire contract period. Safety appliances such as safety shoes, masks, goggles, hand gloves etc. to workmen shall be provided by the contractor.
- 13.0 **BHEL Scope of Supply:** Power, Compressed air, Paints and shifting of equipments/ materials from shop to blasting area and back to shop.

SPECIAL CONDITION OF CONTRACT

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1. All the workmen must have ID cards while on duty.
2. The contractor shall not employ any anti – social or undesired persons in the contract work and if any such persons are pointed out by BHEL, they shall be removed forthwith.
3. Contractors should have individual P. F. codes. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
4. The contractor should pay the amount towards Bonus, Retrenchment compensation and Encashment of non-availed earned leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
5. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
6. Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts.
7. The contract can be terminated with **Two (2) Months' notice** in writing on either side without assigning any reason whatsoever. However, it is contractor's responsibility/obligation to continue the said service as per contract till the new contract is finalized.
8. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfil any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.
9. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.
10. The contractor shall intimate to the IR Department officials in writing about the payment days during a month and the wages for the workmen shall be maintained in the wages register.
11. Payments of workers shall be transferred online to the individual's bank account as per wage register entry.
12. The item rate offered shall provide for the complete cost towards labour, supervision, overheads, profits & all other incidentals etc., complete.
- 14.0 All the tools, tackles and safety items (like Safety Shoes/Rubber Shoes, Goggles, Safety Jacket, Helmet, Gloves, Masks & Apron etc.) will be under the scope of the contractor.
13. The contractor shall not employ Sub-Contractor without the prior approval of the company.
14. All the tools and material brought inside the factory should be registered at the security gate at the time of bringing inside the factory. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
15. Contractor shall be responsible for deploying the required manpower. In the event of shortfall, he should make alternative arrangement. The contractor shall be solely responsible for the behaviour of the labour engaged by him. The contractor should ensure that there are no industrial relation problems due to the labour engaged by him.
16. In all matters of disputes, the decision of the Engineer-in-charge for the Job shall be final and binding on the Contractor.



**SPECIAL CONDITION OF CONTRACT**

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17. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam and this should be available at site for inspection and for verification.
18. In respect of material supplied if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bills at the rates fixed by the department.
19. Contractor should produce labour license & insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.
20. The contractor and their staff should follow the rules and regulations with "for employment of labour by contractors" in BHEL-Visakhapatnam.
21. Contractor is responsible for any injury, permanent disability, death etc. to his workers and cost is to be borne by contractor if such incidence happens. BHEL is not responsible for such incidents.
22. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. They should not have any vision problem, should not be alcoholic or smoker.
23. Contractor should keep watch on his employees and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
24. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the employee during the period of contract.
25. The contractor should have office/ Workshop and having telephone facilities for communication in Visakhapatnam.
26. Contractor should maintain appropriate records of his employees deployed to carry out the job.
27. BHEL Security personnel shall have the right to check the employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or the employees.
28. The Contractor should make his own arrangements for providing TEA/BREAKFAST/ MEALS etc., to the labour engaged by him.
29. In case, the labour provided by contractor is not suitable for specified job, the contractor shall replace with suitable workmen utmost satisfaction of HPVP.
30. The contractor should cover all his labour under ESI scheme to provide Medical facilities and also insurance to cover accidental benefits as specified in the relevant acts.
31. **The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Jacket, Safety Shoe, Helmet, Gloves, Masks are must for all workers and the other appliances like safety belt/ harness, safety net etc. as per the need & requirement of the work) to his labourers and shall be solely responsible for the same.**
32. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the **In-charge (Safety) and In-charge (Production)** of the company
33. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.
  - a. Muster Roll
  - b. Muster Roll-Cum Wage Register
  - c. Register of Over Time

**SPECIAL CONDITION OF CONTRACT**

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- d. Register of Fines
  - e. Register of Advances
  - f. Register of Deductions
  - g. To issue Employment Card to the Workmen
  - h. To issue Wage Slip
  - i. In case of termination of employment, the contractor shall issue service certificate
34. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
- 35. No wage period shall exceed one month.**
36. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
37. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.
38. The Contractor is required to submit his bill **once in a month**. The contractor should enclose proof of payment of wages to his labour and remittance of PF & ESI in respect of his labour along with the bill. Proportionate deduction from the monthly bills will be made towards liability of the contractor for payment of terminal benefits to his labour. The amount so deducted will be refunded to the contractor subject to production of proof of payment of terminal benefits to his labour at the end of the contract period.
- 39. Return of Items supplied by BHEL:**
- The various machines, tools & materials issued to the contractor shall be returned to the company on the completion of the work without any loss or damage subject to normal wear and tear. In case of loss or damage, company shall recover the amount from the contractor bills towards loss or damage caused thereof.
40. The contractor shall be responsible for ensuring that security rules and regulations of BHEL are duly respected and adhered to by him and his men in the premises of BHEL Works. The contractor shall surrender the gate passes (for men and vehicles) issue to him on termination of contract.
- 41. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:**
- The Accepting Officer, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter, BHEL cancel the contract if any of the following cases and the contractor shall be liable to pay to BHEL for any loss or damage relating from any such cancellation to the same extent as provided in the case of cancellation of defaults.
- If the contractor---
- a) Offer to 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 forbearing to do for having done or for borne to do any act in relation to obtaining or execution of this or any other contract for BHEL service
- OR**
- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer.
- OR**
- c) Obtain a contract with BHEL as a result of ring tendering or by non-bearing methods or competitive tendering without first disclosing the fact in writing to the Accepting Officer.
- OR**
- d) Steel or misuse of any property of BHEL either by himself or through his workmen within his knowledge or convince.

SPECIAL CONDITION OF CONTRACT

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**42. CANCELLATION OF CONTRACT DUE TO INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUBLETTING OF CONTRACT:**

The Accepting Officer, 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, or any partner thereof shall at any time to be adjudged bankrupt or having a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being enforce or make any connivance or assignment or makes unauthorized or illegal arrangement for the benefit of his creditors or propose to do so, or if any application be made under any bankruptcy and 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 of debenture holders to appoint a receiver or Manager.

**OR**

- c) Assigns, sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the Accepting Officer,

Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at the contractor's risk and expense, provided that, in the event of the cost of completion (as certified by Engineer-in-Charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL, and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-Charge or the same shall be recovered from the contractor by other means

In case BHEL completes the work under the provisions of this condition, the cost of such completion 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 materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM / GM, whose decision shall be final and conclusive.

**43. CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT:**

If the contractor—

- a) Makes default in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after a reasonable notice from the Engineer-in-Charge.

**OR**

- b) In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work with due diligence and continues in that state after reasonable notice from Engineer-in-Charge.

**OR**

- b) Fails to complete the work, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to BHEL contract.

**OR**

- c) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with order properly issued.

**OR**

**SPECIAL CONDITION OF CONTRACT****::5::**

- d) Fails to complete the work, work order, and items of work with individual dates for completion and clear the site on or before the date of completion, or if fails to achieve the conditions of contract, the Accepting Officer, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter or do only such work order or items of work in default from the contract at the expense and cost of the contractor. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work as a whole or part to under this contract, the contractor shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the contractor by other means.

In case of BHEL completes the work or any part thereof under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of the materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM whose decision shall be final and conclusive.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retrenchment compensation.

**44. TERMINATION OF CONTRACT DUE TO DEATH:**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Accepting Officer shall have the option of terminating the contract without compensation to the contractor authorized survivors.

**45. ARBITRATION & CONCILIATION:**

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

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1995 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at Visakhapatnam.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause- above, the Courts at Visakhapatnam shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

**\*\*\***

**Ref: OS/SC/2022-23/13/08**

**Date: 08.06.2022**

Sub: Service Contract for operations like Copper Slag Blasting, Surface Preparation, Painting & Special Painting etc. inside Production shops of M/s BHEL-HPVP, Visakhapatnam for a period of Ten Months - Reg.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in **Reverse Auction** in case BHEL decides to go for reverse auction for this tender.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

**SIGNATURE OF THE TENDERER WITH SEAL**

CONTRACTOR INFORMATION

| Sl. No. | Particulars                                                                                                                                                                          | To be Filled by Bidder |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 01.     | Name of the Contractor                                                                                                                                                               |                        |
| 02.     | Nature of Firm / Concern<br>(Proprietor / Partnership / Pvt. Ltd. / Public Ltd.)<br><b>Note:</b> In case of partnership concern, please enclose photo copies of the partnership deed |                        |
| 03.     | Full address                                                                                                                                                                         |                        |
| 04.     | Name of the Proprietor/Partner                                                                                                                                                       |                        |
| 05.     | Name of the Person(s) and designation authorized for signing the contract / dealing with BHEL                                                                                        |                        |
| 06.     | Telephone No. of the firm                                                                                                                                                            |                        |
| 07.     | Fax No.                                                                                                                                                                              |                        |
| 08.     | Mobile No.                                                                                                                                                                           |                        |
| 09.     | E-mail ID                                                                                                                                                                            |                        |
| 10.     | HSN / SAC Code                                                                                                                                                                       |                        |
| 11.     | Organizational structure with name and designation                                                                                                                                   |                        |

**CHECK LIST**

| <b>Sl. No.</b> | <b>Particulars</b>                                                                                            | <b>Document Enclosed<br/>(Yes / No)</b> | <b>Document No</b> |
|----------------|---------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------|
| 01.            | Name of the Contractor                                                                                        |                                         |                    |
| 02.            | Tender Document Signed & Stamped                                                                              |                                         |                    |
| 03.            | PF Registration Certificate                                                                                   |                                         |                    |
| 04.            | ESI Registration Certificate                                                                                  |                                         |                    |
| 05.            | GSTIN Registration Certificate                                                                                |                                         |                    |
| 06.            | HSN / SAC Code                                                                                                |                                         |                    |
| 07.            | PAN Number                                                                                                    |                                         |                    |
| 08.            | Income Tax Returns for last 3 years                                                                           |                                         |                    |
| 09.            | Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years |                                         |                    |
| 10.            | Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.              |                                         |                    |
| 11.            | MSE Registration Documents, if applicable                                                                     |                                         |                    |
| 12.            | Start-up India – Certificate of Recognition (if Applicable)                                                   |                                         |                    |

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

|    |                                                |  |
|----|------------------------------------------------|--|
| 01 | NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR |  |
| 02 | VENDOR CODE ASSIGNED BY BHEL,HPVP LTD          |  |

**DETAILS OF BANK ACCOUNT**

|    |                            |  |
|----|----------------------------|--|
| 03 | NAME & ADDRESS OF THE BANK |  |
| 04 | NAME OF THE BRANCH         |  |
| 05 | BRANCH CODE                |  |
| 06 | MICR CODE                  |  |
| 07 | ACCOUNT NUMBER             |  |
| 08 | TYPE OF ACCOUNT            |  |
| 09 | BENEFICIARY'S NAME         |  |
| 10 | IFSC CODE OF THE BRANCH    |  |
| 11 | EMAIL ID                   |  |
| 12 | TELEPHONE / MOBILE NUMBER  |  |

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / 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 M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the Cheque leaf/ cancelled Cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

**BANKER'S CERTIFICATION**

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

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp and Name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal  
Operating the contract / Services



**GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS**

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

***Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance.***

BHARAT HEAVY ELECTRICALS LIMITED  
HEAVY PLATES & VESSELS PLANT  
VISAKHAPATNAM – 530 012

**PART – II**  
**(PRICE BID)**

**NAME OF WORK:**

Service Contract for operations like Copper Slag Blasting, Surface Preparation, Painting & Special Painting etc. inside production shops of BHEL-HPVP, Visakhapatnam for a period of **Ten months** – Reg.

**Tender Enquiry No:** OS/SC/2022-23/13/08, **Date:** 08.06.2022

**NOTE:**

- 1) **Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.**
- 2) **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**
- 3) The quoted price **shall include GST**. However, GST as applicable shall be paid by the contractor and same shall be reimbursed on submission of proof of payment along with the bill as per Annexure - GST.
- 4) **L1 shall be evaluated based on quoted total price at Sl. No. 9 of SOQR.**
- 5) The quantity indicated below in the schedule is indicative only and may increase/ decrease or be deleted but total value of contract will not exceed the awarded value, unless otherwise order is amended. However, payment shall be made for the actual quantities executed only.
- 6) Once in a month, bill shall be prepared for the actual quantum of work done and submitted to the Sr. DGM (Prodn) for further process.

**SIGNATURE OF THE TENDERER WITH SEAL**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**HPVP, VISAKHAPATNAM – 530 012**

**NAME OF WORK:**

Service Contract for operations like Copper Slag Blasting, Surface Preparation, Painting & Special Painting etc. inside production shops of BHEL-HPVP, Visakhapatnam for a period of **Ten months** – Reg.

**Tender Enquiry No:** OS/SC/2022-23/13/08, **Date:** 08.06.2022

**SCHEDULE OF QUANTITIES & RATES (SOQR)**

| Sl. No. | Description                                                                                   | Unit    | Qty.   | Unit Rate in ₹ | Amount in ₹          |
|---------|-----------------------------------------------------------------------------------------------|---------|--------|----------------|----------------------|
| 1.      | <b>Copper Slag Blasting to SA 2.5</b>                                                         |         |        |                |                      |
|         | Outside and Inside surface of the equipments, Sub-assemblies & piping etc.                    | Sq. Mtr | 17,000 | 52.69          | 8,95,730.00          |
| 2.      | <b>Surface preparation of Equipments (outside and inside surface) and sub-assemblies etc.</b> |         |        |                |                      |
|         | a) By Brush cleaning                                                                          | Sq. Mtr | 2,000  | 7.57           | 1,51,40.00           |
|         | b) By Rotary wire brushing                                                                    | Sq. Mtr | 4,000  | 10.45          | 41,800.00            |
| 3.      | <b>Painting (Primer / Intermediate/ Finish) as per painting schedule</b>                      |         |        |                |                      |
|         | a) By Air less spray gun painting                                                             | Sq. Mtr | 35,000 | 15.08          | 5,27,800.00          |
|         | b) By Brush/roller painting                                                                   | Sq. Mtr | 10,000 | 10.62          | 1,06,200.00          |
| 4.      | <b>Special Painting as per painting schedule</b>                                              |         |        |                |                      |
|         | a) By Air less spray gun painting                                                             | Sq. Mtr | 3,000  | 17.90          | 53,700.00            |
|         | b) By Brush/roller painting                                                                   | Sq. Mtr | 5,000  | 10.62          | 53,100.00            |
| 5.      | <b>Total Amount in ₹</b>                                                                      |         |        |                | <b>₹16,93,470.00</b> |
| 6.      | <b>Discount / Increase offered by Bidder on above amount (Sl. No. 5) in _____ %</b>           |         |        |                | <b>₹.....</b>        |
| 7.      | <b>Total Offered amount after Discount / Increase offered by Bidder (Sl. No. 5 ± 6)</b>       |         |        |                | <b>₹.....</b>        |
| 8.      | <b>GST @ 18 % on Total Amount (Sl. No. 7)</b>                                                 |         |        |                | <b>₹.....</b>        |
| 9.      | <b>Total Quoted amount including GST (Sl. No. 7 + 8)</b>                                      |         |        |                | <b>₹.....</b>        |

**Total Offered Amount in Words:**

**SIGNATURE OF TENDERER WITH SEAL**