

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
QUALITY CONTROL – QND DIVISION

ENQUIRY NO. :- QND/MKD/RT/WC/2021/ENQ/01

DATED : 06.09.2021

NOTICE INVITING TENDER

QND division, BHEL, Bhopal invites tender for **Rate Contract for Radiography Testing** on **two part bid basis** (Part I-Techno-Commercial Bid & Part II- Price Bid) from experienced and financially sound contractors, fulfilling the qualifying criteria, for the following work :-

1. SCOPE OF WORK :-

- 1.1 Radiography Testing (RT) of approx. **126839 inches** of “exposed and technically acceptable radiography film lengths” to be carried out by contractor inside BHEL, BHOPAL premises.
- 1.2 RT shall be carried out by the contractor with their own source(Ir-192 with adequate strength(min. 15 curie anytime).
- 1.3 **Work shall be offered as and when required in the shop floor.** Tentative intimation shall be given **01 day** in advance and final confirmation shall be given when the job will be ready for testing. The contractor will have to depute testing personnel within **24 hrs.** of the final confirmation.
- 1.4 RT may be carried out in 1st, 2nd or 3rd shifts as per the work requirement. Minimum 02 skilled/semiskilled persons shall be deputed on each shift.
Contractor must be able to deploy manpower to cover all the three shifts as & when required.
- 1.5 **Contractor to carryout radiographic exposure, development of radiography films, interpretation of radiographs, marking of defects, preparation of reports & clearance from BHEL NDT personnel.**

2 QUALIFYING CRITERIA: - The Bidder should fulfill following qualifying criteria:

2.1 Bidder should meet all the following statutory requirements:-

- a) PF & ESI registration certificate,
- b) Income Tax return, audited balance sheet, Profit-Loss statement for last 3 financial years ending on 31st March 2020 & PAN no..
- c) GST registration

2.2 Bidder should have a valid license/permission issued by A.E.R.B. to operate radiography exposure device.

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2.3 Bidder shall have atleast 2 nos. of BARC certified radiography personnel/site in charge for carrying out radiography exposure, development of radiography films and atleast 1 no. of minimum RT Level- II qualified person for interpretation of radiographs, marking of defects and preparations of reports.

2.4

- Experience of having successfully completed similar works during last 7 years ending 31.03.2020 should be either of the following:-
 - A. One similar completed works costing not less than the amount equal to Rs. **22.45** lakhs /- Or
 - B. Two similar completed works costing not less than Rs. **14.03** lakhs each /-. Or
 - C. Three similar completed works costing not less than Rs. **11.23** lakhs each /-.
- Minimum average annual financial turnover of Rs. **8.42** lakhs during last 03 financial years ending 31st March 2020.

“Similar works” means “Radiography Testing” work in an organization.

The bidder shall submit the works order copies & its completion certificates to prove the desired experience. The work completion certificate for previous work execution in BHEL should be submitted as per the prescribed format in Annexure – ‘G’, duly approved by an executive not below the rank of DGM & certified through HR dept. In case of similar works executed in the private sector, TDS certificate regarding the fulfillment of work order has to be submitted along with the work completion certificate.

2.5 Apart from these, the bidder has to submit all the documents mentioned in sub clause 24 (A) of this NIT to qualify in technical bid. Price bid will be opened for technically qualified parties only.

3 WORK COMMENCEMENT: - From date of issue of work order.

4 CONTRACT PERIOD: -

[A] The Rate Contract period will be valid up to completion of 126839 inches of exposed radiography film length or will be valid for a period of 02 (Two) years from the date of issue of work order, whichever is earlier.

[B] If required, the contract can be extended up to 3 months after completion of above mentioned “A” of contract period. Extension will be given on the same Terms & Conditions as mentioned in existing work order. Decision for extension of the contract will be sole authority of BHEL.

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5 BHEL WILL PROVIDE:-

BHEL will provide - Enclosure having source storage room for safe storage of IGRED, Occupancy free area, Dark room for film loading & film processing and viewer.

6 CONTRACTOR TO PROVIDE :-

- 6.1 Contractor to provide minimum 02 skilled/semiskilled persons on each shift for carrying out radiography testing activity.
- 6.2 The contractor to provide RT source [Ir-192 (min. 15 Curie anytime)], film processing & drying arrangements, consumables like radiography films & chemicals for film processing, PVC cassettes & lead screens, IQI, densitometer and other required accessories including personal safety instruments like radiation survey meter, dosimeter, film badges etc.

7 WORKING TIME AND RESPONSE TIME :-

- 7.1 Radiography work may be carried out in all the 3 shifts as and when required in the shop or as per the availability of job to be radiographed.
- 7.2 Shops may work on Sundays and holidays. If necessary, contractor will have to deploy manpower on such occasions.
- 7.3 The contractor shall deploy manpower **on requirement basis**. Tentative intimation shall be given **01 day** in advance and final confirmation shall be given when the job will be ready for testing. Contractor to depute personnel to start radiography activity within **24 hrs.** of the final confirmation. **In absence of workload, manpower need not be called/deployed.**
- 7.4 Daily work planning and co-ordination with BHEL for execution shall be done by contractor's nominated representative/in-charge in consultation with QND dept. of BHEL.

8 CODE OF CONDUCT & DISCIPLINE :-

- 8.1 Radiography work shall be carried out by the contractor according to the guidelines / statutory regulations of AERB.
- 8.2 Contractor shall ensure their staff to take due safety precautions. BHEL will not be responsible for any accident and consequential damages to the individual / agency.

9 QUANTITY OF WORK & IT'S MEASUREMENT:-

- 9.1 RT of approx.. **126839 inches** of "exposed and technically acceptable radiography film lengths" to be carried out by contractor inside BHEL, BHOPAL premises.

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9.2 "Technically acceptable radiography films" means

[a] Radiographs should be free of any film artifacts arising due to light leakage or during handling of radiographs or during processing/developing of the radiograph etc.
and

[b] Radiographs film density should be within the limit as specified in the applicable testing procedure.

9.3 While calculating the length of the technically acceptable radiography films, the standard width of the film will be considered as 3 inch.

9.4 If a configuration of the job/item requires choosing of radiography film having width of more than 3 inches, calculation of the final length of film will be done by multiplying the actual length of film used and the factor of "width of the actual film in inches to the standard film width i.e. 3 inches." For Ex. – If a film size of 15 inch length and 4 inch width is used for radiography testing, then the final length of the film will be calculated as $15 \times (4/3)$ i.e. 20 inch.

9.5 Only "Technically acceptable radiographs" shall be considered for billing.

9.6 Any reshoot taken because of fault/error made by the radiographer while testing will not be considered for billing.

10 **TENDER FEE** :- The tender fee of Rs. 500/- plus GST should be compulsorily deposited by bidder (before tender opening) for participation in the tender enquiry. The tender fee is to be deposited only by means of electronic fund transfer mode through state bank collect link : <https://www.onlinesbi.com/sbicollect/icollecthome.htm> . (Refer Annexure - 'H' for detailed procedure for making Tender fee payment through SBI-E collect). No tender cost is to be submitted by MSMEs subject to submission of MSME certificate along with the bid.

11 **EARNEST MONEY DEPOSIT (EMD)**:-

Earnest money deposit of amount **Rs. 56,120/-** (Rs. – Fifty six thousand one hundred twenty only) shall be deposited by tenderer for participation In the tender enquiry. Offer without a proper EMD will be rejected

11.1 **Modes of deposit** :-

EMD may be accepted only in the following forms :

1. Electronic Fund Transfer through state bank collect link : <https://www.onlinesbi.com/sbicollect/icollecthome.htm> (before tender opening). Refer Annexure – 'H' for detailed procedure for making EMD payment through SBI-E collect.
2. Banker's cheque/ Pay order/ Demad draft, in favour of BHEL Bhopal (along with offer)
3. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL)

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11.2 Forfeiture of EMD :-

EMD by the tenderer will be forfeited, if :

1. After opening of 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.
2. The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/contract.

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.

11.3 EMD of the successful tenderer can be converted and adjusted against the security deposit.

11.4 EMD given by all unsuccessful tenderers shall be refunded after acceptance of work order by the successful tenderer.

11.5 EMD shall not carry any interest.

11.6 No EMD is to be submitted by MSMEs subject to submission of MSME certificate along with the bid.

12 SECURITY DEPOSIT :-

12.1

- Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit, before start of the work and within one month from acceptance of offer.
- The total amount of 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.
- The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:

i) Electronic fund transfer mode through state bank collect link : <https://www.onlinesbi.com/sbicollect/icollecthome.htm> . (Refer Annexure - 'H' for detailed procedure of making Security deposit payment through SBI-E collect).

ii) Local cheques of Scheduled Banks (Subject to realization)/ Pay Order/ Demand draft in favour of BHEL Bhopal

iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL, Bhopal)

iv) 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, Bhopal)

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

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

12.3 In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if security deposit 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, from the bills along with due interest.

12.4 The Security Deposit shall not carry any interest.

12.5 The Security deposit shall be refunded to the contractor, only after minimum 3 months, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

13 PAYMENT TERMS :-

13.1 Contractor shall submit their clear & legible bills (in duplicate) on monthly basis, duly verified by concerned engineer of QND dept..

13.2 Payment shall be released normally, within 60 days, after verification of submitted bills & measurement book. For MSME vendors, the same duration will be reduced to 45 days. All payments shall be released through electronic-pay mode only.

13.3 GST shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate. RT agency is to show GST separately in their invoice and shall inform the registration number for refund of GST paid.

13.4 Ninety Percent (90%) of BHEL accepted exposed radiography film length (or 90% of monthly bill) for each month shall be paid against each bill. Balance 10% of every month bill shall be paid after 2 months of the last bill.

13.5 No payment shall be made for technically faulty / reshoots / BHEL's un-accepted radiographs.

13.6 Bills will be verified by QND Department on the basis of work performance and length of exposed radiographs. Bills will be verified by an executive, assigned by the HOD of QND Div. The verifying official shall see that all the radiographs are accepted by BHEL as well as Customer/TPIA if applicable.

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13.7 GST shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate. RT agency is to show GST separately in their invoice and shall inform the registration number for refund of GST paid.

13.8 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions. Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

14 LD/PENALTY :-

BHEL reserves the right to impose penalty on the contractor under following condition :

If deployment of radiographers are delayed by more than 1 working day after receiving final confirmation from BHEL's representative for offer of jobs for radiography testing , penalty @ 0.25 % (per day) **of the total contract value shall be deducted from respective monthly bill subject to a maximum of 10 % of total contract value.**

15 TAXES & DUTIES (GST) :-

15.1 HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

15.2 GST portion of the invoice shall be released only upon-

- a. All invoices raised by contractor must be GST compliant Tax invoices as per GST invoice rules.
- b. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
- c. Receipt of goods/services and Tax Invoice by BHEL and
- d. Confirmation of payment of GST thereon by contractor on GSTN portal
- e. Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
- f. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

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15.3 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

15.4 **Reverse Charge under GST :-**

- a. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- b. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

15.5 **Liquidated Damage/Penalty :-**

Liquidated damage (LD) or Penalty if chargeable from contractors as per NIT, applicable GST will be charged in addition to the same.

15.6 **Tax Deduction at source :-**

TDS will be deducted as per extent provisions of the Income Tax Act and GST Act from contractor bill.

16 EVALUATION OF THE OFFER AND ISSUE OF WORKS ORDER :-

16.1 Offers which are adjudged technically qualified will only be considered for price bid opening and further evaluation.

16.2 Please refer to the Price Bid Format (Annexure 'B'). Price bid should be submitted strictly as per the enclosed price bid format. Rates quoted by the bidder shall remain firm throughout the contract period & no variation whatsoever shall be allowed.

16.3 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information may not be asked for by BHEL and such bid shall be summarily rejected.

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16.4 In case Bharat Heavy Electrical Limited calls L1 for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.

16.5 Based on the techno-commercial evaluation and priced bids, the successful bidder shall be awarded the contract for the complete work.

16.6 Work is indivisible in nature and shall be awarded to a single party.

17 ARBITRATION :

17.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to The other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

17.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract

17.3 The arbitration proceedings shall be held at Bhopal.

18 COMPENSATION CLAUSE :-

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

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c) Compensation in respect of each of the victims:

- i. In the event of death or **permanent disability** resulting from **Loss of both limbs** : Rs. 10, 00,000/- (Rs. Ten Lakh)
- ii. In the event of **other permanent disability** : Rs.7, 00,000/- (Rs. Seven Lakh)

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

In order to comply above clause, contractor may submit an undertaking(as per format below) that, in case they bag the contract, they will fulfil the necessary condition w.r.t. insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his workers before submission of his first running bill. However, if otherwise, the compensation recovery as per clause above shall be applicable.

Undertaking from the Contractor

I/we..... Hereby, undertake that in case I/we get the work order, I/we will submit insurance cover for work force for conditions mentioned in Compensation clause of before submission of first running bill.

Name & Signature of the bidder

Seal

19 CONCILIATION CLAUSE :

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

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- a. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- b. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in BHEL Conciliation Scheme 2018.

20 RISK & COST OPTION :-

If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

21 SHORT CLOSURE :-

BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.

22 FORCE MAJEURE :-

Force Majeure – Notwithstanding anything contained in the contract, neither BHEL, nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should be obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL, or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

23 MAKE IN INDIA :- Contractor should be registered in India.

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24 QUOTATIONS: -Contractors are required to submit quotation as per **Two part bid** system.

A The **Part-I** Technical bid in a sealed envelope shall contain the followings only:-

- EMD and tender fee of required amount.
- Copy of ESI & PF registration certificates.
- Copy of income tax return, audited balance sheet & Profit-Loss Statement of your company for last 3 financial years ending on 31st March 2020.
- Copy of license issued by A.E.R.B. to your company for handling & operation of radiography devices.
- A list of RT works successfully executed by your company as per clause no. 2.4 of of this NIT.
- GST registration certificate.
- A list of number of Ir-192 radiography devices (type approved by A.E.R.B.) available with your company.
- Documents to prove type of ownership such as private/ partnership deed/ proprietorship /articles of memorandum of association/ JV agreement/ certificate of incorporation/ certificate of registration, etc. whichever is applicable.
- An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.
- Signed & stamped copy of each page of **NIT & its annexures**

B The **Part-II** shall contain only **Price bid - Annexure 'B'** in a separate sealed envelope. Price bid will be opened for only those bidders which are found to be Technically competent in Part-I (Technical bid).

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- **Last date of Bid Submission: - 01.10.2021**

- **Date of Techno-commercial Bid Opening: - 01.10.2021**

26 Venue for bids submission/opening :-

Tender Room, Administrative Building, Ground Floor,
BHEL, BHOPAL- 462022

Note:-

- (1) The envelope should be dropped in the tender box in the tender room. Tender received after 11:00 AM will be treated as late tender on due date.
- (2) The representative of the firm must bring their authority letter to witness the tender opening from 2: 00 PM onwards.

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Annexure - A

INSTRUCTION TO CONTRACTOR

- BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. 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 an employer-employee relationship.
- Contractor has to obtain necessary approvals from Atomic Energy Regulatory Board(AERB), A Govt. of India organization for movement of their source/radiography devices inside & outside BHEL Bhopal premises from time to time.
- The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- The contractor should make his own arrangement for stay of their employees, transportation of testing equipment with accessories etc. to the place of works inside BHEL Bhopal.
- Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
- Contractor shall obtain & submit Police Verification of all his workers before start of work.
- Contractor shall submit following Certificate for each contract separately.

"It is certified that PF challans of the amount _____ (in words _____) pertains to my workers whose names are appearing in the wage sheet of the month _____ 20____ and these workers are engaged in _____(type of work) against Work order no _____ In _____ (name of department).

Signature of Contractor

PAYMENT OF WAGES

1. Contractor shall be responsible for making payment of wages through digital mode before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
2. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

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SAFETY AND DISCIPLINARY ACTION

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.
4. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
6. Contractor shall fully comply provisions of various applicable labour laws

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

1. Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
2. Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F. /ESI and also to enable him to furnish information to Ministry and Labour dept. as may be required.
3. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

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COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950 with amendments
- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. Factory Act 1948
- .. Maternity Benefit Act 1961
- .. Equal Emolument Act 1976
- .. M.P. Shram Kalyan Nidhi Adhiniyam 1982
- .. Payment of Bonus Act 1963. Also refer Bonus clause mentioned in Price Bid
- Shop & establishment Act 1958
- .. Inter State Migrant Act.

STATUTORY INSTRUCTIONS TO CONTRACTOR

A) STATUTORY REGISTRATIONS AND CLEARANCES:

Contractor shall commence the work only after obtaining:

1. Labour Licence
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers In form 13

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B) CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT:

1. Employment card as per rule no 76 of contract labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL, in the presence of concerned deptt representative/ through bank account
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

C) PAYMENT OF WAGES ACT:

1. Those engaging 100 or more workmen should submit or copy of standing orders.
2. Shall comply with the provisions of Factories Act.

D) ON COMPLETION OF WORK:

Submit PF & inspection report

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ANNEXURE – B

PRICE BID

SI No	Description	Quantity	Unit	Rate per unit
1	RT Work inside BHEL premises . Based on RT exposed film length.	126839	Inches	

Total in words:- Rupees

Notes:-

- 1. Price bid quotation in any other form will be rejected.**
2. Price shall be quoted by bidders excluding bonus. Bonus shall be payable as per payment of bonus act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract. Instant arrangement nowhere intends to affix responsibility of payment of bonus on bhel.
3. This rate will be taken as final rate including PF, ESIi, all statutory levies, uniform, shoes, helmet, supervision/administrative charges/margin, other govt taxes (excluding of service tax/GST) and inclusive of BHEL HR-CLC wage revisions from time to time.
4. All taxes as applicable shall be extra.
5. The GST shall be paid extra, as per the Govt. rules, as applicable.
6. Rate quoted shall be firm throughout the contract period.
7. In case of course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
8. Bid should be free from correction, overwriting, using corrective fluid etc. any interlineation, cutting or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid, else bid shall be liable for rejection. All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.

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9. (a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is 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.

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

(c) 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.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Signature of contractor
With full name & stamp

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Annexure - C

TERMS & CONDITIONS

1 DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'TENDER DOCUMENTS' shall mean Notice Inviting Tender (NIT) & all its Annexures
- 1.4 'LETTER OF INTENT ' (LOI) shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.5 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Engineer / in-charge / Concerned authorities.

2 OFFICIAL SECRET ACT :

The contractor shall be adhere to the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them.

3 NOMINATION OF CONTRACTOR'S PERSONNEL FOR SMOOTH EXECUTION OF WORK :-

For smooth execution of work, contractor shall nominate a person as one point contact. Daily work planning & coordination with BHEL for execution shall be done by nominated person in consultation with QND dept. of BHEL.

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4 MODE OF COMMUNICATIONS :-

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.

5 OFFER SUBMISSION IN RESPONSE TO INVITATION :-

An offer, each page duly signed by an authorised person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT. Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present. The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, bonus, levies and all other Govt. taxes but Excluding GST. No any escalation/ additional / overtime/ waiting charges will be paid other than the quoted rate. An offer will be treated as invalid offer if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or overwritten, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer.

Validity period of an offer shall be minimum up to three months after the submission date.

6 AGREEMENT SIGNING :-

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.

7 STATUTORY COMPLIANCE & SAFETY NORMS :-

Instruction to contractor's for compliance's for work contract attached as Annexure – 'A' to be followed strictly. Noncompliance of statutory requirements & Safety Norms may lead to cancellation of tender/ blacklisting of contractor.

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8 RESPONSIBILITIES OF THE CONTRACTOR :-

8.1 General Responsibilities:-

- a) Contractor shall follow all the statutory compliances/prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- b) Contractor shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
- c) Contractor shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate the affected parties at his own cost.
- d) Contractor shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.
- e) Gate Pass for entry into BHEL Factory would be required for all the persons deployed by the contractor. Contractor shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same.
- f) Contractor shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise :-
 - Measure of work (or attendance) for which worker is entitled for wages,
 - Wages paid,
 - PF and ESI deduction from each worker & by firm.

One copy of wages record shall be furnished every month, for inspection purpose, of various labour authorities. Contractor shall preserve all such wages records and other records, up to as specified by Labour laws and at least up to the security deposit clearance.

- g) Contractor shall furnish the following certificates duly applicable for the working year whenever desired by BHEL.
 - Annual returns & inspection certificates of PF and ESI.
 - Monthly challans of PF and ESI.
- h) Contractor shall ensure that the employees deployed by them restrict their movement in the area earmarked.

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8.2 Technical responsibilities :

- a)** Contractor shall perform RT activities as per directives of BHEL –NDT engineer.
- b)** Only qualified workers shall be deployed to execute the work.
- c)** The work shall be done under the full time and complete administrative & technical supervision of nominated person appointed by the contractor.
- d)** Working time can be any time during Ist/ IInd / IIIrd shifts as required by BHEL including Sundays & Holidays. Normal working hours in the plant is 8 hours.
- e)** The contractor shall complete the allotted work, meeting all norms & safety parameters to the satisfaction of Quality Control- NDT Engineer.

9 RIGHTS OF BHEL :-

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation :-

Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the risk & cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

10 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION :-

The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

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11 PAYMENT OF WAGES TO CONTRACT WORKERS :-

11.1 The contractor shall follow BHEL norms prevailing for wages to be paid to the contract workers as flashed by BHEL HR-CLC department. Contractor shall ensure payment of statutory minimum wages as well as additional wages recommended by BHEL from time to time.”

11.2 **The contractor has to compulsorily pay wages through digital mode and submit the bank statement of contract workers before processing of any bill.**

CURRENT STATUTORY MINIMUM WAGES AS PER BHEL NORMS (Effective from 01/04/2021)		
SR. NO.	CATEGORY OF WORKER	STATUTORY MINIMUM WAGES (PER DAY)
1	SKILLED WORKER	Rs. 421/-
2	SEMI SKILLED WORKER	Rs. 368/-
3	UNSKILLED WORKER	Rs. 335/-

12 BONUS :-

The contractor should ensure payment of bonus as per the provisions of the Payment of Bonus Act. Also, refer bonus clause mentioned in the Price Bid (Annexure – ‘B’) of NIT.

13 ATTENDANCE RECORD OF CONTRACT WORKERS :-

The contractor should maintain an Attendance register against each work order in respect of the contract labours deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. “ it shall be specifically provided that BHEL reserves the right to reject any labour technically unsuitable.

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14 WAGE RECORD OF CONTRACT WORKERS :-

The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.

15 COMPLIANCE OF PF/ ESI DEDUCTIONS :-

The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department. The contractor has to ensure activation of UAN no for all the workers before putting the first bill.

16 ESI CARD BASED LABOUR ENTRY :-

Only those workers shall be allowed entry into Factory premises who have valid ESI card.

17 INSURANCE :-

- 17.1 It shall be the sole responsibility of the contractor to get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- 17.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per applicable Act. The work will be carried out in a protected area and all the Rules and Regulations of BHEL in the factory Area which are in force from time to time shall be followed by the contractor.
- 17.3 If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occur to other persons / public, damage to BHEL's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.

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17.4 It shall be the responsibility of the contractor to provide security arrangements for the equipment/materials belonging to BHEL & handed over to the contractor for use in the work till these are incorporated in the work & accepted by BHEL or are returned to BHEL Stores.

18 SHOES & HELMET FOR CONTRACT WORKERS :-

Contractor to ensure that contract workers shall be using shoes, helmet & all safety gadgets required. In case of non-compliance contract worker shall not be allowed to work.

19 CONTRACT LABOUR ACCIDENTS WHILE AT WORK :-

In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.

20 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR :-

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued.

21 FIRST AND FINAL BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VI A & VI B :-

Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any).

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ANNEXURE – D

RELATED PARTY UNDERTAKING

I **(Name of contractor)** hereby declare that none of my relations* is working in the hydro group. *Relations mean and include:

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband

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ANNEXURE - E

DECLARATION SHEET

I / We, hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification (Enquiry no. **QND/MKD/RT/WC/2021/ENQ/01**) are true and complete to the best of my / our knowledge. I / We have gone through the NIT & all its annexures in detail and agree to comply with the requirements and intent of specification, without any conditions or deviations.

I / We, hereby give undertaking that I / We will submit the Provident fund certificate/Labor license to BHEL, before deployment of labors.

I / We, further certify that I/we are the duly authorized representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Name & signature of the bidder

(Seal)

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ANNEXURE – F

CHECKLIST & SCHEDULE OF GENERAL PARTICULAR

Sl. No.	Description	Vendor to certify	Page Nos. of tender documents
1.	Name & Address of the Bidder	Yes / No	
2.	Fax / Email Address	Yes / No	
3.	Phone No. (Office)/ Mobile nos	Yes / No	
4.	Name & designation of the official of the tenderer to whom all the references shall be made	Yes / No	
5.	Bidder's proposal No. & date	Yes / No	
6.	Tender fee submitted (Deposit slip to be attached). Pl. give details.	Yes / No	
7.	EMD submitted (Deposit slip to be attached). Pl. give details.	Yes / No	
8.	Income tax Return, audited balance sheet & Profit-Loss Statement for last 3 financial years ending on 31 st march 2020 & PAN no.	Yes / No	
9.	Submission of Details of experience with work order copies & completion certificates as required in qualifying criteria.	Yes / No	
10.	Copy of license issued by A.E.R.B. to operate radiography devices	Yes / No	
11.	List of radioactive sources (Ir-192) with equipment model no, sl.no etc.	Yes / No	
12.	Submission of signed and stamped downloaded copy of "NIT" & its annexures.	Yes / No	
13.	Submission of Attested copy of power of attorney if signed by person other than the owner.	Yes / No	
14.	Submission of Details about type of ownership of the firm	Yes / No	
15.	Submission of copy of ESI certificates, PF certificate(before deployment of labor), (Labour license,)	Yes / No	
16.	Submission of Declaration sheet (in the format Annexure –"E")	Yes / No	
17.	Submission of Part-II(Price bid) in a separate sealed envelope.	Yes / No	

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ANNEXURE – G

SUPPLIER PERFORMANCE/EXPERIENCE CERTIFICATE

SUPPLIER PERFORMANCE / EXPERIENCE CERTIFICATE

Ref.

DATE:

To,

Name of the organisation which requires the certificate

This is to certify that M/s, having its Registered office at, has supplied/
executed following item/ works:

Sl. No.	Description of Item/ Materials Supplied or Work Executed	Scope	Period of Work execution/ Supply	Executed/ Supply value	Performance (satisfactory/ Unsatisfactory	Remarks, if any,

(list of items Supplied or works executed in last 3 years may be given. List of earlier supplies/ works may also be considered if request for the certificate mentions so)

This is to certify that M/s, is a registered/ not-registered Supplier/ contractor with
Name of BHEL Unit.

This Certificate is issued at the request of M/s, vide ref..... dated for the purpose of

Signature of Competent Authority

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ANNEXURE – H

TENDER FEE, EMD & SD PAYMENT WIDE SBI E-COLLECT

This explains how to make Payments to BHEL - Bhopal and through SBI-E collect. Bidder can utilise this facility for making payment towards Tender Fee, Earnest Money Deposit (EMD) & Security Deposit (SD). Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

1. Open link <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
2. Accept the terms and conditions and click “PROCEED”.
3. Select State “MADHYAPRADESH” and Institution type “INDUSTRY”.
4. Select “BHEL BHOPAL under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:
(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Open the link <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
2. Accept the terms and conditions and click “PROCEED”.
3. Select “PAYMENT HISTORY “option available on the left side of screen.
4. Using two options as mentioned below , you can get the receipt :
 - a) Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b) If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
5. In the next page, take print out of receipt.