



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**

**BHARAT HEAVY ELECTRICALS LIMITED**

**Heavy Power Equipment Plant, RC Puram,**

**Hyderabad - 500 032.**

**HEAT EXCHANGERS & FABRICATION**

**Phone No: 040-2318-5211 /040- 2318-4116**

**TENDER NOTICE**

Name of the department : HEAT EXCHANGERS & FABRICATION SHOP

Tender Notice No : HY/HEF/SP/PTG/TD/2021-22 Date: 09.12.2021

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible Contractors, who fulfill qualification criteria as stipulated in NIT, for the works, "**PAINTING OF HE&F COMPONENTS**".
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Tender Enquiry No: HY/HEF/SP/PTG/TD/2021-22 Date: 09.12.2021, Painting of HE&F Components, Contractor name & address will be received at this office Up to 11.00Hrs on or before 15.12.2021 at CMM Vendor complex, beside Administrative building, BHEL Ramachandrapuram. Technical bid will be opened at 13.30Hrs on the same date and further information if any, may be obtained from the office.
3. The tender documents are also available in the Web Site of BHEL [www.bhel.com](http://www.bhel.com) those who wish to download the same may do so. While submitting the tender documents, tender document should accompany the details of payment made towards Tender Cost by RTGS/NEFT on BHEL Account-62048154115 Bank IFSC-SBIN0020075. The tender documents downloaded from the website without RTGS/NEFT for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only.

The brief scope of the work and information is provided below:

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

- i) Notice inviting Tender
- ii) Pre-Qualification Requirements
- iii) Instructions to Tenderer
- iv) General terms and conditions
- v) Duties and Responsibilities of Contractor
- vi) Manpower
- vii) Techno Commercial Bid application
- viii) Special terms and conditions of Contract
- ix) Proforma for Price Bid
- x) Declaration by Tenderer
- xi) Period of contract
- xii) Failure to comply with contract
- xiii) Payment to Contractor
- xiv) Sub-contracting
- xv) Statutory requirements

1. A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hrs. To 12:00 hrs. from Heat Exchangers & Fabrication Shop, Shop-Planning Dept., BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs.1000/- only in the form of RTGS/NEFT on BHEL Account No-62048154115 Bank IFSC –SBIN0020075.
2. In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.

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1.0 **NOTICE INVITING TENDER**

Sn.	Tender Notice No.	Name of the work	Approx. Estimated Value of work (in Rs)	Earnest Money Deposit (EMD) (in Rs)	Period of Contract (Months from Date of LOI)
1	HY/HEF/SP/PTG/TD/2021- 22 Date:09.12.2021	Painting of HE&F Components	7,09,498/-	14,200/-	12

SN.:	Description	
1	Cost of tender documents	Rs.1000/-
2	Issue of Tender Documents	From 09.12.2021 at 10:00hrs
3	Last date & Time for sale of tender documents	15.12.2021 at 10:00hrs From the office of AGM/Prodn./HE&FAB
4	Last date for receipt of tender	15.12.2021 at 11:00hrs, at CMM VENDOR COMPLEX,BHEL, RC Puram, HYD
5	Date, time and place of tender opening	15.12.2021 at 13:30hrs, at CMM VENDOR COMPLEX, BHEL, RC Puram, HYD.
6	Period Of Contract	12 Months from the date of LOI
7	Any corrigendum	Tenderers are advised to watch the web site regularly. <a href="http://www.bhel.com">www.bhel.com</a>

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## **2.0 PRE QUALIFICATION REQUIREMENTS:**

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

## Similar Work: “Unskilled/Semiskilled/Skilled type of mechanical works”

- c. Experience certificate issued by authorized Signatory of BHEL, RC Puram in case any work executed in BHEL, RC Puram during last 7 years. Any adverse remarks in the experience certificate will be a disqualification factor.
- d. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)
- e. Contractor shall furnish valid ESI Code Number and PF Code Number (proof of having code No. to be enclosed).
- f. **GST Registration No:** (Proof of having Code No. to be enclosed): If not available proof of application submitted for obtaining GST with concerned department shall be enclosed and the contractor has to conform to the GST law as applicable.
- g. Contractor shall furnish PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority) & Income Tax Assessment/declaration copy for the last three (3) year shall be enclosed with the bid (self-attested copies).

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## 2.1 **INSTRUCTIONS TO TENDERER**

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

**Part 'A':** Techno-commercial Bid along with RTGS/NEFT for EMD and Tender document cost

(To be submitted in sealed cover enabling us to open on 15.12.2021)

**Part 'B':** Price Bid to be submitted in sealed cover as per Tender conditions.

2.1.2 **Submission of tender covers shall be as given below:**

**Cover 'A'** –Technical and Commercial Bid-Part 'A' (sealed cover) must be duly completed and super scribed “**Tender Enquiry No. BHEL, Ramachandrapuram: HY/HEF/SP/PTG/TD/2021-22, Date: 09.12.2021- Part 'A' Techno-commercial Bid**, Painting of HE&F Components, Contractor name & address.

Note:

- The tenderer shall not indicate the price or rate in the Part-A: Techno-commercial bid.
- If any Contractor submits combined bid i.e., Tech. Bid and Price Bid in one cover, such offer shall be summarily rejected.
- The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

**Cover 'B'** - Price Bid (sealed cover) must be duly completed and super scribed the “**Tender Enquiry No. BHEL, Ramachandrapuram: HY/HEF/SP/PTG/TD/2021-22 Date: 09.12.2021- Part 'B' - Price Bid**.

**Cover-C** This cover shall contain sealed Cover A (Techno-commercial bid) and sealed Cover B (Price bid). The cover shall be sealed and super scribed with “**Tender Enquiry No. BHEL, Ramachandrapuram: HY/HEF/SP/PTG/TD/2021-22 Date: 09.12.2021**, Painting of HE&F Components and Contractor name & address.

2.1.3 The Techno Commercial Bid (Part - A) and General terms and conditions shall be attached to ***Techno-commercial offer with each page duly signed by the tenderer*** (at the bottom of each page) as a token of acceptance.

2.1.4 Part 'B' – the price Bid should not carry any conditions. Price/ Rate should be quoted in clear terms in the format given by BHEL.

2.1.5 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno-Commercial Bid.

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2.1.6 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.

2.1.7 The tenderer should submit the tender documents intact without detaching any page/pages.

2.1.8 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.

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

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

2.1.11 The Price/Rate should be quoted in figures as well as in words.

2.1.12 ***Each and every page of tender documents should be stamped & signed by the tenderer.***

2.1.13 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the CMM Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to DGM/Purchase Co-ordn., BHEL, RC Puram, Hyderabad-32 so as to reach on or before 11:00Hrs on 15.12.2021. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 15.12.2021 at 13:30Hrs in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.

2.1.14 For any further details required, AGM/Prod./HE&FAB, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos.040-2318 5211/2318 4116.

2.1.15 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever.

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The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

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

2.1.16 **PRICE BID** - The tenderers are required to submit their quotation in the Price Bid format given along with the tender documents. The Price/ Rate should be quoted after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract. The evaluation currency for this tender shall be INR.

2.1.17 The Minimum Wages prevailing at BHEL R.C.Puram consists of State Basic +State DA and Additional payments (herein after referred as BHEL fair wages) from time to time are payable to workmen. The tenderer would be required to pay allowances/incentives as decided and communicated by BHEL.

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

2.1.19 The tenderer will be required to quote the Price/ Rate (both in figures and words).

2.1.20 **DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:**

- i) 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
- ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- iii) 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

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2.1.21 The tenderer should quote the rates, keeping in view the prevailing applicable Minimum wages / BHEL wages whichever is higher statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

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

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

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

2.1.25 wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.

2.1.26 Tender document should be complete in all respects.

2.1.27 Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.

2.1.28 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.

2.1.29 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.

2.1.30 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.

2.1.31 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.

2.1.32 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

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### **2.1.33 SITE VISIT:**

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

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2.1.34 The BHEL Bank Account Details for Tender Document Cost and EMD through RTGS/NEFT mode is as

**Bank Account Data for RTGS/NEFT Mode of Payment**

- i) Party Code :
- ii) Option : RTGS/NEFT

**Beneficiary Details:**

- iii) Name of Beneficiary : Bharat Heavy Electricals Limited
- iv) Address : Ramachandrapuram, Hyderabad-502032
- v) Bank Name : State Bank of India
- vi) Branch Name : BHEL Township, Hyderabad-502032
- vii) Account No & Type : 62048154115 & Current Account
- viii) Bank IFSC Code : SBIN0020075
- ix) Bank MICR Code : 500002370

**3.0 GENERAL TERMS & CONDITIONS**

- 3.0.1 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.
- 3.0.2 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.
- 3.0.3 In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 3.0.4 All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

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- 3.0.5 The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- 3.0.6 All disputes between the parties to the contract arising out of or relating to the contract either concerning the terms and conditions of the contract or its implementation will be settled by the parties amicably. In case the dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person). The venue of arbitration shall be in the premises of BHEL. The arbitrator will give his award within a period of four months or within such extended time as may be agreed by the parties. The award of the arbitrator shall be final, conclusive and binding on both the parties.
- 3.0.7 Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sangareddy Court.

### **3.1 ELIGIBILITY CRITERIA**

- 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2 The Successful tenderer has to get the license from Central Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.

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- 3.1.7 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.9 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.10 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.

### **3.2 EARNEST MONEY DEPOIST (As per Works Policy 2016):**

- 3.2.1 An amount of Rs. 14,200/- ( 2 % of the Estimated Cost) towards EMD shall be paid by RTGS/NEFT in BHEL Account (before tender opening) or by Demand Draft/Banker's Cheque / Pay order drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD shall not carry any interest.
- 3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. No adjustment of EMD shall be made with EMD submitted earlier with other tenders of BHEL or any outstanding amount. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- 3.2.4 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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3.2.5 EMD may be forfeited if :

- a. 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.
- b. The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/contract.

3.2.6 EMD of successful tenderer will be retained as part of Security Deposit.

### **3.3 SECURITY DEPOIST**

3.3.1 Upon acceptance of his tender, the successful tenderer must deposit within the time specified in the letter of intent. Security Deposit shall be collected from the successful tenderer. The total amount of Security Deposit will be 5% of the Contract Value.

3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit. If the work is awarded, the agency has to pay at least 50% of the Security Deposit, including the EMD, in advance on contract value before commencement of work.

#### **3.3.3 Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i. Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft/Electronic Fund Transfer in favour of BHEL.
- ii. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii. Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL
- iv. Securities available from India 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).
- v. 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

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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.

(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)

- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) Security Deposit will be released to the contractor upon fulfillment of contractual obligations as per terms of the contract.

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

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

3.3.6 The Security Deposit shall not carry any interest.

#### **3.4 STATUTORY REQUIREMENTS:**

3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages prevailing at BHEL R.C.Puram which consists of State Basic +State DA and Additional payments payable (herein after referred as BHEL fair wages) to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus, PF (12%), EDLI (0.5%), ESI, Gratuity, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, TS Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

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

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

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

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

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

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

3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. The Bonus element is to be considered in the quote and BHEL shall not reimburse any amount towards this. The bonus amount payable shall be as per the BHEL Hyderabad HR-IR Circular.

The rates quoted by the bidder shall remain unchanged during the period of contract. Price variation clause (PVC) is not applicable. Hence any statutory increase in the labour wages during the period of execution shall be borne by the contractor.

Over Run Compensation (ORC) is not applicable.

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

**3.5 MANPOWER:**

- 3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.

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**Issuing Officer**

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

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

3.5.10 The Contractor shall operate the Painting Work with minimum 03 Painters (SSW) to carry out the Painting works.

3.5.11 The Contractor has to operate his workmen on Sundays and Holidays as per requirement.

### **3.6. SAFETY:**

- (i) The Contractor shall follow all the safety Precautions while executing the work.
- (ii) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
- (iii) The total safety of operation is contractor's responsibility. Contractor should provide the following PPEs as applicable to each workman and any additional PPEs as required in executing the contract.
  - a. One safety Helmet & Cap
  - b. One pair of shoe & two pairs of Socks
  - c. One pair of hand gloves(leather) per month
  - d. One face shield(Full) & Cora Cloth1/2 Mt.per Month
  - e. One Soap per Month & Two Dust Masks per month
  - f. Two Pair of Dresses in the beginning of the Contract
  - g. Any other relevant safety Personal Protective Equipments

All PPE items should follow BHEL Safety Engineering Standards.

- (iv) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- (v) All the PPE materials brought inside are to be entered at CISF Gates and supplied to site by contractor for using in works.

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- (vi) The audit in respect of usage of various consumables brought by the contractor will be done on monthly basis and any variation w.r.t the above will be reviewed and deductions if any will be recovered from the bills as per BHEL norms.
- (vii) Milk of ½ ltr and Jaggery of 100g per day per person has to be provided.
- (viii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
- (ix) Any compensation paid to victim shall be recovered from contractor, agency or firm, if the accident is attributable to negligence of Contractor, agency or firm or any of its employees.
  - a. Victim: Any person who suffers permanent disablement or dies in an accident as defined below:
  - b. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injuries occurrence caused during the manufacturing/operation and works incidental thereto at BHEL Factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/offices/townships and premises/project sites.
  - c. Compensation in respect of each of the victims:
    - i. In the event of death or permanent disability resulting from loss of both limbs : Rs.10,00,000/-(Rs. Ten Lakhs)
    - ii. In the event of other permanent disability: Rs.7,00,000/-(Rs. Seven Lakhs).
  - d. Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to section 2(I) of the Employee's Compensation Act,1923

### **3.7 PERIOD OF CONTRACT**

- i. The contract shall be, initially, for a period of 12 months.
- ii. The parties, if mutually agreed upon, may extend the period of contract for a further period of Twelve Months on the same terms and conditions.

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- iii. If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserves the right to take appropriate action against the defaulted contractor (where ever applicable).
- iv. BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

### **3.8 FAILURE TO COMPLY WITH CONTRACT**

- i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

### **3.9 PAYMENT TO THE CONTRACTOR**

- i. Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

Following conditions shall be adhered strictly during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
- b. If the unsatisfactory performance repeats, contract is liable to be short closed.

**Signature of Tenderer**

**Issuing Officer**

- ii. Payment shall be disbursed on the basis of actual unit executed, duly certified by the concerned executing agency in measurement book.
- iii. The Contractor shall record the executed work and get it certified by the concerned executing officials for processing the bills.
- iv. Before billing, the Contractor shall show the records of payment of wages to workmen, ESI & PF contribution to the relevant departments. Contractor shall show the proof of providing relevant Personnel Protective Equipment's to workmen. The claims/bills will be scrutinized, certified and process for payment by the respective user departments and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.
- v. Payment to the workers by Contractor to be made on or before 7th day of every month without fail, otherwise suitable action shall be taken at his (Contractor) risks and cost.
- vi. **The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and cap as specified by BHEL.** The Contractor is required to submit proof of expenditure incurred and acknowledgement from his workmen for providing stitched uniform. If contractor fails to provide the said stitched uniform, Rs.1000/- will be deducted as penalty against each workmen engaged during the contract period. **BHEL shall not re-imburse any amount towards Uniform to the contractor. He has to consider the same in his quote.**
- vii. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs socks to all his workmen during the contract period. The Contractor is required to submit proof of expenditure incurred in providing Personal Protective Equipment to his workmen. If Contractor fails to provide the said PPE, Rs.800/- will be deducted as penalty against each workmen engaged during the contract period. **BHEL shall not reimburse any amount towards Uniform to the Contractor. He has to consider the same in his quote.**

### **3.10 SUB-CONTRACTING**

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

**Signature of Tenderer**

**Issuing Officer**

### **3.11 LAWS GOVERNING THE CONTRACT**

- i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

### **3.12 LEGAL JURISDICTION:**

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

### **4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
  - (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
  - (ii) A register of workmen Form XIII (Rule 75)
  - (iii) Employment card Form XIV (Rule 76)
  - (iv) Service Certificate Form XV (Rule 77)
  - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
  - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.

**Signature of Tenderer**

**Issuing Officer**

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

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

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

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

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

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

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

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

**Signature of Tenderer**

**Issuing Officer**

- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
- (ii) Annual Return in Form 6A along with Form 3A.  
(till this procedure is discontinued by the PF authorities)

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

- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- Attendance and Wage Register.
- Any other documents / registers as required

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

- i. The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
- ii. The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
- iii. The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

4.13 In case of revision of Wage/ DA by appropriate Government or by BHEL after the award of work, contractor has to bear the difference of increase during the currency of the

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Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.

- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965 if applicable. The Contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 on completion of contract if applicable and to keep all the records in Form C as per the said Act.
- 4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen on last working day.
- 4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proposed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
- 4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD before submitting Claim for refund of Security Deposit for the respective years.

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- 4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.22 **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 4.23 Besides the four national holidays i.e. 15<sup>th</sup> August, 26<sup>th</sup> January, 2<sup>nd</sup> October and 1<sup>st</sup> May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.25 **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.

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**Issuing Officer**

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

(I) Leave Register	Form No. 15
(II) Nomination	Form No. 25

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

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

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

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

The Contractor shall be required to deposit GST as applicable as assessed by Central Excise Authority (GST cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.

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

4.32 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.

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**Issuing Officer**

4.33 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, TS Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.

4.34 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

4.35 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.

4.36 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.

4.37 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.

4.38 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.

4.39 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.

4.40 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit.

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**Issuing Officer**

In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

- 4.41 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.42 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party. In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.43 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.44 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 4.45 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed. The Contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL Premises.
- 4.46 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.47 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.48 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.49 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

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**Issuing Officer**

#### **4.50 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 provisions 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 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 to aforesaid, the provisions of Arbitration and Conciliation Act 1996(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 Hyderabad.

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 Sangareddy, Telangana State 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.

#### **In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.

**Signature of Tenderer**

**Issuing Officer**

The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

**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. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

- 4.51 The Contractors/Firms who are entering first time in BHEL, Ramachandrapuram are requested to provide the following NEFT Details (With Bank Official Signature) along with Cancelled Cheque. This Information is required for transactions between BHEL and The Contractor's /Firms.

**Signature of Tenderer**

**Issuing Officer**

## **NATIONAL ELECTRONIC FUND TRANSFER FORMAT**

(To be furnished on Contractor's Letter head)

Ref No.:

Date :

Dy. Manager/Finance-CM  
Bharat Heavy Electricals Limited  
Ramachandrapuram  
Hyderabad 502 032  
Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below.

A. Supplier code (As per PO/SCO) :  
B. Beneficiary (Name as per PO/SCO) :  
C. PAN of Beneficiary :  
D. TIN of Beneficiary :  
E. e-mail address of Beneficiary :  
F. City (of Beneficiary) :  
G. Bank Name :  
H. Branch (of Bank) :  
I. A/c Number :  
J. A/c Type (Savings or Current) :  
K. MICR Code of the branch (9 digit) :  
L. IFSC for EFT (11 char) :  
M. IFSC for RTGS (if different from L) :

Thanking you,

(Signature with Seal)  
Authorized Signatory

Name :  
Designation :

Certified that the particulars furnished above are correct as per our records.

Date:

(Signature of authorized official of bank)  
Bank Stamp

**Signature of Tenderer**

**Issuing Officer**

## **5.0 SPECIAL TERMS AND CONDITIONS OF CONTRACT**

- a. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- b. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- c. The quantity will be counted, measured and weighed and certified by the authorized persons.

**The quantities mentioned are indicative. These quantities may be increased or decreased based on actual load.** Contractor has to make necessary work force available, as per instructions of Contract executing department.

- d. The payment will be as per actual quantity prepared, executed and accounted.
- e. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
- f. **Experience Certificate:** On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, issue of PPE, uniform cloth, safety shoe etc., based on which the contractor's future bid if any in BHEL will be evaluated.

**Signature of Tenderer**

**Issuing Officer**

## **5.1 NON PAYMENT / DELAY / SHORT PAYMENT OF WAGES**

**Obligation of Principal Employer under Payment of Wages Act 1936 / Contract labour (R&A) Act 1971 and Rules made thereof :**

1. As a Principal Employer it is our bound duty to ensure that wages are paid to all the contract labours engaged by various contractors in BHEL RC Puram Unit as specified below:
2. As per BHEL guidelines all the contractors are required to pay wages to all their contract labour on or before 7th of every month in case of monthly wage period and every Saturday in case of weekly payments, without fail. Otherwise suitable action shall be taken at his (Contractor) risk and cost.
3. Any delay in this regards attracts penalty under Payment of Wages Act 1936 as well as under the provisions of Contract Labour (R&A) Act 1970. In such cases it is the responsibility of the Principal Employer to pay the wages to the contract labour and recover the same from the dues payable by BHEL to the contractors. In case of such violation of above provisions i.e., delay in payment by the contractor the Contract Executing Officer shall take following action immediately:
  - a. In case of delay or non-payment of wages by the contractor by designated date/day, the contract executing officer shall issue a letter seeking explanation for non-payment of wages and instruct the contractor to arrange payment immediately not later than a week.
  - b. In case the contractor not acted on the said letter, the contract executing officer shall take immediate action to initiate a note for drawing advance to the extent of the dues payable to the contract labours by the contractor with the concurrence of Finance department and approval of General Manager/HOD, pay the wages directly to the affected labours through their respective Bank Account. The PF/ESI contribution into the respective authorities under the same contractor PF/ESI code. The amount so drawn shall be adjusted against the outstanding bills/payment/SD/EMD or any other payment due to the contractor by BHEL RC Puram Unit.
  - c. The Contract Executing officer shall take necessary action against the contractor to short close the contract and the contractor shall be black listed.

**Signature of Tenderer**

**Issuing Officer**

## **5.2. Guidelines for payments to labours:**

As per BHEL HR circular the daily wage rate is Exclusive of Holidays, Leave Wage, PF & ESI, PPE's and uniform.

Daily Wage rates as on date

S.S.W: Rs.587.73 per day Inclusive of weekly off

i) Leaves and Holidays

- + 11 days paid holidays per year
- + 18 days paid leaves per year.

ii) P F and E S I contributions wages

PF @ 13 % and ESI @ 3.25 % of basic wages should be contributed by the contractor on above daily wages.

iii) In case, the work force is engaged on over time by the contractor, they have to be paid double the wage as per provision of factories act.1948

**Signature of Tenderer**

**Issuing Officer**

### **5.3 MSME Supplier:**

MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format follows where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer in the format given below:

#### **Certificate by Chartered Accountant on letter head**

This is to Certify that  
M/s..... (hereinafter referred to as 'company') having its registered office at ..... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) ..... dtd: ..... Category: ..... (Micro/Small). (Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as on date ..... as per MSMED Act 2006 is as follows:

1. For manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale industries via its notification No. S.O. 1722 (E) dated October 5, 2006) Rs. ..... Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act.2006.) Rs. .... Lacs

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

Date:

(Signature)

Name:

Membership number: Seal of Chartered Accountant

**Signature of Tenderer**

**Issuing Officer**

#### **5.4 Taxes & Duties –GST Clauses:**

- a. In Case GST Credit is delayed/denied to BHEL due to non/delayed receipt of goods and /or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied /leviable on BHEL.
- b. 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.
- c. The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- d. Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra State movement Supply of Goods and Services or both.
- e. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- f. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of services or both wherever applicable.
- g. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN-36AAACB4146P1ZG or GSTIN of BHEL Nodal agency as mentioned in PO.
- h. In case of any short supply of goods or service Vendor has to raise a Credit note for short supplied quantity as per GST Provisions.
- i. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services 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 conditions specified in GST law, as applicable.
- j. Penalty Clause: In the event of delay in supply of goods and or services beyond contractual delivery date, penalty of 0.5% per week or part thereof shall be levied on the full contract value subject to a maximum of 10% of the order value. Penalty amount so determined along with GST if applicable thereon shall be recovered.
- k. Supplier shall mention their GSTIN registration Number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws.

**Signature of Tenderer**

**Issuing Officer**

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 GSTIN 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.

1. A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
- m. All the terms and conditions of the contact with respect to taxes & duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms and conditions will be modified in accordance with the provisions of new laws (e.g. GST).

#### **5.5 Financial terms and Conditions:**

**Penalty Terms:** 0.5% of the value of work will be levied for every week of delay or part thereof by the agency subject to a maximum of 10% of the gross value of work after expiry of 06 days, from the date of readiness of Jobs for Painting.

#### **Payment Terms:**

- i. The contractor shall record the executed work and get it certified by the concerned executive for processing the bills.
- ii. The Payment will be as per actual work done as certified by the concerned authority and Billing will be done once in a month.
- iii. Before billing, the contractor shall show the records of payment of wages to workmen, ESI & PF contribution to the relevant departments. Contractor shall show the proof of providing relevant Personnel Protective Equipments to workmen.
- iv. Payment to the workers by contractor to be made on or before 7th day of every month without fail, otherwise suitable action shall be taken at his (Contractor) risks and cost.
- v. Price Variation Clause(PVC) and Over-run compensation (ORC) are not applicable.
- vi. The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. The Bonus element is to be considered in the quote and BHEL shall not reimburse any amount towards this. The bonus amount payable shall be as per the BHEL Hyderabad HR-IR Circular.

**Signature of Tenderer**

**Issuing Officer**

## **6.0 TECHNO-COMMERCIAL BID APPLICATION**

To,

Bharat Heavy Electricals Limited

H.P.E.P., RC PURAM,

HYDERABAD-32

Dear Sir,

I / We hereby offer to carry out the work "**PAINTING OF HE&F COMPONENTS**" against  
Tender Enquiry No: HY/HEF/SP/PTG/TD/2021-22 Date: 09.12.2021

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

1. Notice Inviting Tender	}	(Part – A)
2. Techno Commercial Bid Application		
3. Declaration by Tenderer		
4. Instructions to tenderer		
5. General terms and conditions		
6. Taxes and Duties-GST Clauses		
7. Financial Terms and Conditions		
8. Specific terms and conditions		
9. Scope of Work		
10. Proforma for Price Bid		(Part – B)

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

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

Strike out which is  
not applicable

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

**Signature of Tenderer**

**Issuing Officer**

## **PART - A**

Tender Enquiry No. : HY/HEF/SP/PTG/TD/2021-22

Date: 09.12.2021

### **Details of the Contractor:**

- a) Name and address of the Firm:
- b) Contact Person
- c) Contact No –Phone/Mobile
- d) Fax No:
- e) E-mail:
- f) Name and address of the Proprietor/ Director/Partners:
- g) Is any contract being operated under the control of the tenderer in BHEL . Yes / No  
(If yes furnish the details) :

<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.		
2.		
3.		
4.		

h) Is any relative of tenderer employed in BHEL  
(If yes furnish the detail) Yes / No

Name	Staff no	Location / Area

**Signature of Tenderer**

## **Issuing Officer**

## TECHNICAL BID - II

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN No.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	GST Registration No.	
4.1	State in which Registered	
4.2	Type of GST Registration : (Indicate Composite or Regular)	
4.3	Place from where the services are rendered	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rates for all the activities, as indicated in the price bid ( Part – B )	YES / NO
08	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant	2020-21 : 2019-20 : 2018-19 :
09	Details of EMD (RTGS/NEFT/DD/Bankers Cheque has to be enclosed with Technical Bid)	Amount: Details: Bank: Branch:
10	Details of Tender Document Cost (RTGS/NEFT/DD/Bankers Cheque has to be enclosed with Technical Bid)	Amount: Details: Bank: Branch
11	Particulars of Experience/Credentials As per prequalification requirements. (Work completion certificates to be enclosed) If vendor submits Pvt. Company experience, the following documents should be submitted along with technical bid: Awardal Copy, Agreement Copy, TDS, Otherwise bid will be liable for rejection.	
12	Valid NSIC certificate or MSE certificate along with attested copy of a CA certificate (Format enclosed in NIT at Clause 5.3)	

Note:

- I. Photocopy in support of above wherever applicable should be attached.

**Signature of Tenderer**

**Issuing Officer**

## **6.1. PROFORMA FOR PRICE BID**

**Tender Enquiry for: Painting of HE&F Components**

**Ref No: -HY/HEF/SP/PTG/TD/2021-22**

**Date: -09.12.2021**

<b>Sn</b>	<b>Description of work</b>	<b>Total Qty to be Painted in Sq.Mts</b>	<b>BHEL Estimates (In Rs)</b>	
			<b>Rate/Sq.Mtrs</b>	<b>Total Estimated Value</b>
1.	Painting of HE&F Components	24457	29.01	7,09,498/-

<b>Tender % (Percentage)</b>	<b>In Figures</b>	<b>In Words</b>
<b>Excess</b>		
<b>Less</b>		
<b>Estimate rate only</b>		

**Note:** The tenderers are required to quote their tender value on %age basis at excess or less or on par with 'Total Estimated value' only and quoting in any other format is invalid and it will be summarily rejected

1. 0.5% of the value of work will be levied for every week of delay or part thereof by the agency subject to a maximum of 10% of the gross value of work after expiry of 06 days, from the date of readiness of Jobs for Painting.
2. In case of discrepancy in figures and words the rates quoted in words shall only be considered by BHEL.
3. **The Painting work is Semi Skilled in nature.**
4. Corrections / over writing of the figures / words should be duly attested by the tenderer.
5. GST will be extra. GST if paid by the contractor with respect to this work will be reimbursed by BHEL on production of documentary evidence for having paid the GST by the contractor.
6. Increase in rate of DA / Wages hike shall not be reimbursed to the contractor. Contractor has to bear such increase in wages due to DA revision. Contractor shall anticipate such hike and quote in the tender.
7. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis
8. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.

**Signature of Tenderer**

**Issuing Officer**

## 6. 2 Scope of Work: Painting of HE& F Components:

### 1. Scope of BHEL:

Supply of Paints, Power, Compressed Air and Material Handling equipments for Transportation of Job.

### 2. Contractors Scope:

- (i) Contractor shall arrange Painting equipments like hose pipes, spray guns etc.
- (ii) Contractor has to carry-out any type of relevant works according to the instructions of the concerned officials.
- (iii) Contractor shall deploy supervisor for the supervision of work.
- (iv) Material handling for movement of components using BHEL equipment.
- (v) Those workers deployed in this contract are to be medically fit
- (vi) Painters shall be qualified by BHEL QC as per plant standard HY0674165 and painting shall be as per drawing / route card.
- (vii) Organizing the collection of identified works to the work site and handing over back the finish painting works to designated work center is the sole responsibility of the Contractor.
- (viii) Painting Work Includes:
  - (a) Cleaning of Surface-free from oil and Rust Remover (Applying rust remover, Brushing, Cleaning with Cloth).
  - (b) Drawing of Paints from Stores.
  - (c) Mixing of Painting with Turpentine/ Thinner.
  - (d) Arrangement of Ladders for painting.
  - (e) Hose pipes & Spray Guns arrangement.
  - (f) Second/Third/Final Coat painting (As mentioned in the respective drawings).
  - (g) Dry up Item and thickness measurement.
  - (h) Inspection and Rectification

**Signature of Tenderer**

**ISSUING OFFICER**

## 7.0 **DECLARATION BY TENDERER**

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

Residing at -----

Hereby declare as follows:

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

[Signature with Name & seal of the Tenderer

Date : \_\_\_\_\_

Place :

**Signature of Tenderer**

**Issuing Officer**