







Annexure-III

PRE-QUALIFICATION REQUIRMENT

Sl. No.	Documents/Description	Remarks/Page no.			
1	Name & Address of Party				
2	EPF Registration No. (Enclose a copy)				
3	ESI Registration No. (Enclose a copy)				
4	Pan Card No. (Enclose a copy)				
5	GST Registration No. (Enclose a copy)				
6	Acceptance to provide Contractor Labor License				
7	Bank Account Details	Accepted & Documented			
	IFSC Code	submission			
	Account No.				
	Bank Name				
	Branch Name				
8	Acceptance to provide trained/qualified staff	Accepted & Documented submission			
9	Acceptance to E-Payment	Accepted & Documented submission			
10	Submission of EMD as specified in NIT (Receipt copy to be enclosed)	Accepted & Documented submission			
11	Experience of having successfully completed similar works during past 7 years Three Similar work costing not less than the basic amount to Rs.3.47 Lakh each Two Similar works costing not less than the basic amount to Rs, 4.34 Lakhs each One Similar work costing not less than the basic amount to Rs. 6.95 Lakhs each	Accepted & Documented submission			
12	Financial Turnover: - Average Financials turnover during the last three years, ending 31 st March of the previous financial year (2023), should be at least Rs. 2.61 Lakhs, value is exclusive of GST. Balance sheet and Profit & Loss Account (audited/issued by Charted Accountant) of last three years in support of the above as sl.no. a	Accepted & Documented submission			
13	Acceptance of all terms & Conditions of contract by signing & stamped of all technical documents of tender.				
14	Note: The Party should submit all the documents mentioned in SI. No. 2,3,4,5,7,11 &12 and acceptance/details for SI. No. 6,8,9,10 & 13. These are mandatory qualifying criteria & non-fulfilment of any one or more criteria shall make the party technically rejected.				
15	Note: - 1. Definition of similar work "General Packing (Wooden/steel/Plywood etc.)/ Carpentry job, fabrication/material handling/Assy./PFR of Bus Duct"				

Authorized Sign. With seal

Name of the Party Address:

Contact of details E-Mail Address:

Scope of Work & General Conditions of Contract:

1. Scope of Work:

- (a) 'Packing of IP Busducts by fully wrapping it by polythene sheets and adhesive tape & then to be packed by wooden plank & wooden curves and covering of end of IP Busduct with G.I. sheet as per BHEL Drg.
- (b) Packing of SP/NSPBD BusDuct by fully wrapping by polythene sheets & adhesive tape and wooden planks and then covering end of G.I. sheet as per BHEL Drg.
- (c) Packing of Silver-plated palms of Bus duct with G.I. Sheet & Wooden Frame as per BHEL Drg.

The packing material GI Sheet, nails, polythene sheet, adhesive, tools tackles & all type of wooden as per drawings etc. shall be provided by BHEL.

(d) Estimated BOQ of work shall as follows:

SI.No.	Item Description	Unit	Estimated in Nos.
A	В	C	D
1	Packing of IPBD as per BHEL sample Drg. NoPacking-019 with covering of end with G.I. sheet	Nos.	300
2	Packing of SPBD/NSPBD as per BHEL sample Drg. NoPacking- 020, 021 with covering of end with G.I. sheet	Nos.	1194
3	Packing of bus ducts with silver- plated Palms as per BHEL sample Drg.NoPacking-022	Nos.	500

2. SUB-LETTING OF THE CONTRACT:

The contractor will not sub-let/transfer/pass the responsibilities concerned with vendor to any other agencies. Under no circumstances, the contractor would arrange packing of Goods entrusted to him through any other agency. Any violation of this term shall amount to breach of contract for which necessary action in this regard will be taken by BHEL.

3. ARBITRATION:

All disputes between the contractor and BHEL arising out of this agreement shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager of BHEL Rudrapur or his successor or assignee in his sole

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discretion. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of BHEL. The decision of the arbitrator shall be final and binding on both parties.

4. The contractor shall be required execute the work as per instructions from BHEL, as and when required basis. The number of persons and duration engaged for any specific work shall be the discretion of contractor. However, the contractor shall intimate beforehand, the details of persons being engaged by it for working at BHEL premises.

5. JURISDICTION

All disputes, claims or actions arising out of under or in connection with this rate contract agreement shall be subject to the exclusive jurisdiction applicable over BHEL-Rudrapur (Udham Singh Nagar) only.

6. MISCELLANEOUS

Under ISO-14001 & ISO 18001 obligations for environmental safety and Occupational Health Safety, the necessary instruction shall be followed.

7. **GST**:

As applicable GST.

8. VALIDITY OF CONTRACT

12 months effective from date of Work Order.

9. VALIDITY OF OFFER:

The offer should be valid for a period of 90 days from the date of opening of bid.

10. CONTRACTOR'S OBLIGATIONS

A. CONTRACTUAL

- a. The contractor shall ensure minimum wages fixed by State Govt. from time to time.
- b. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such works about the manned of carrying out the work as per the prescribed specifications and quality plan.
- c. Contractor shall supervise the work allowed to him and to be carried out by his employees.
- d. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.



Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.

g. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.

h. 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 from BHEL.

i. Contractor will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

j. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.

k. Contractor to ensure that all precautions are taken for safety of his employees and equipment.

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

m. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost if necessary contractor may take insurance policy of his men, material, equipment and tools & tackles.

n. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

o. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized



representative of BHEL and maintain proper records of timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/BHEL authorities.

- d. Contractor to provide PF pass book to his employees and ensure payment of PF under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h. Contractor shall be solely responsible for non-payment/delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
 - j. Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - k. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
 - 1. Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
 - m. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
 - n. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
 - o. Over and above the daily wage rate, payment shall be made for leave with wages.
 - p. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
 - q. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such

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- prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r. Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities' representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s. Contractor to obtain license under CL(R&A) Act, 1970.
- 11. WORK DISTRIBUTION: 100% Work shall be awarded to single L-1 party on overall basis.
- 12. Any loss/damage/intention damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.

13. Payment terms:

The payment shall be released on progressively after submission of GST invoice/bill (in Three Copies) and based on WAM and measurement of work on MB book as per schedule.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non MSME	90 Days

from the date of submission of proper bill through e-payment mode for which The contractor needs to provide following details/documents:

- 1. Original Invoice with two copies.
- 2. Copy of work order.
- 3. Copy of wage register of the month in which the allotted work has been executed.
- 4. Payment details of bank from which wages of employees have been transferred.
- 5. Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.

For e-payment, contractor must submit the following information:

- i. Name of beneficiary:
- ii. Bank Name
- iii. Bank Account No.
- iv. Branch Name
- v. IFSC Code

14. SCHEDULE OF START AND COMPETION OF WORK:

S.No.	ACTIVITY		ACTIVITY DATE OF COMPLETIC		DATE OF COMPLETION
1	Mobilization of requisite manpower			Within one week of receipt of W.O.	
2	Demobilization deployed	of	manpower	Within one week of completion of W.O. after obtaining no objection certificate from CDC department.	

15. Liquidated Damages (LD):

If the contractor fails to delivery of packing of IPBD & SP/NSPBD as per following delivery schedule in that case BHEL shall have right to impose Liquidated Damage/Penalty at the rate of 0.5% of the work value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

Quantum of Work	Delivery/Packing Schedule (No. of Days)		
0-50 Nos.	Within 30 Days for IPBD		
0-150 Nos.	Within 30 Days for SPBD/NSPBD		
0-60 Nos.	Within 30 Days for Silver Plated Palms		

16. Vendor is required to be capable of packing: 10 Nos. SPBD, 05 Nos. IPBD & 5 Nos. Silver Plated Palms per day as per BHEL requirement.



STC (Special Terms & Conditions) For Tender Enquiry No 202302991

- 1. Taxes & Duties etc. shall be payable extra at actuals.
- **2.** Bidders are requested to read all attached tender documents as per NIT and submit signed and sealed copy of all attached NIT and tender documents as a proof of acceptance.
- **3.** No separate technical offer submitted by bidder shall be acceptable. Only technocommercial offer/documents given in tender on **eprocurebhel.co.in** portal shall be acceptable.
- 4. PQR: As per attached Annexure-III and fill Sl. No 1 to 7 of PQR and attached all required documents as mentioned in PQR for technical qualification.
- 5. Payment Terms: As per Annexure: Il Clause 13.

Any deviation in the payment term will attract loading at the rate of "[Base rate i.e. Prime Lending Rate of State Bank of India (as applicable on the date of techno-commercial bids opening + 6%] for the period of relaxation sought by bidders.

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in

No overdue interest shall be payable by BHEL.

6. LD Clause: Applicable, As per Annexure: II Clause 15.

In case of quoting any deviation from the above LD clause the offer shall be loaded in comparison statement for un-accepted portion of LD, maximum up to 10% of basic value.

- 7. Bid currency: Bid currency shall be INR. Hence, all rates shall be quoted in INR.
- 8. Bid Validity: 90 Days.
- **9.** If any bidder mentions prices anywhere in technical bid/PQR (other than price bid), he will be responsible for consequences of thereof and such prices mentioned in unpriced-bid shall not be considered valid.
- 10. Reverse Auction: No Reverse Auction will be conducted for this Tender.

11. Sub: Conflict of Interest among Bidders/ Agents

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; · or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, · or
- **e)** Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business. "

11. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without

Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Commercial (Tax) Sheet

(To be filled by the BIDDER and send along with Techno-Commercial (unpriced) Bid Document)

TENDER ENQUIRY No.: 202302991 FOR "Packing Contract of 01 Year for Bus Duct (IPBD/ SPBD/NSPBD) & Busduct with Palm with packing materials & G.I Sheet at CFP BHEL RUDRAPUR as per tender documents."

Name of	Bidder
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SL NO	MATERIAL CODE	MATERIAL DESCRIPTION	QTY (Nos.)	TAX PERCENTAGE (%)
1	RU9003122016	PACKING OF IPBD BY FULLY WRAPPING IT BY POLYTHENE SHEET ADHESSIVE TAP WODDEN PLANK, WOODEN CURVE AND COVERING DUCT END BY G.I SHEET	300	
2	RU9003122024	PACKING OF SPBD/NSPBD BY WOODEN PLANK AND COVERING BY POLYTHENE AND ADHESIVE TAPE AND THEN COVERING BY G.I SHEET	1194	
3	RU9003124396	PACKING OF DUCT WITH SILVER PLATED PALM	500	

Note: - **Do not** mention price of item in this sheet else offer will be rejected summarily.