

OBLIGATIONS

PURCHASE INDENT 20220653 R00:05-05-2023

(A) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) 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.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees. He has to declare basic pay of salary per day of their employee. Which should not be less than latest minimum applicable wages fixed by the government. Failing to produce the details will lead to hold their payment against their due bills.
- 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 by 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 any 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. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

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- l) Contractor to ensure that all precautions are taken for safety of his employees and equipment's.
- m) 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.
- n) Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) 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 has to pay minimum wages to their employs as per BHEL minimum wages circular.
- c) 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.
- d) 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 their 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.
- e) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues 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.
- f) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.

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- g) 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.
- h) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- i) Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- j) 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.
- k) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- l) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- m) 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.
- n) 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.
- o) 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.
- p) Over and above the daily wage rate, payment shall be made for leave with wages.
- q) 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.
- r) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such 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.
- s) 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.

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Annexure-2

BHEL SCOPE OF WORK

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I)	BHEL SCOPE OF WORK:
1.1	BHEL will Provide Paint, Thinner, and Primer as per requirement in measured Quantity.
1.2	BHEL will provide all tools/machine involved in painting process like Air less painting gun, hand Paint Gun, Hand Grinder, Masking tape, Grinding & Buffing Wheels, Nose Mask, Hand Gloves etc.
1.3	Fork Lift, Hydra with driver & Helper will be provided when necessarily required for handling/shifting of jobs to work area of contractor and take the finished jobs out of the work area.
1.4	Electricity- Electrical Points as available in work area.
1.5	Paint Thickness & Adhesion Test shall be performed by BHEL on the offered painted ducts.
1.6	Target completion will be mutually agreed with every assignment given by BHEL. In case of any requirement to compress the schedule of activities to achieve project completion, BHEL decision in this regard shall be final and the issue will not be open to arbitration.
1.7	Work assignments from BHEL will be communicated through email/hard copy as per the BHEL turnover targets.
1.8	BHEL will arrange paint validation test for contractor's painters in every six months. Only certified painters after paint validation test can perform painting work at BHEL-Rudrapur

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Annexure-3**CONTRACTOR SCOPE OF WORK**

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	CONTRACTOR SCOPE OF WORK:
1.1	Following Personal protective equipment shall be provide by sub contractor:- Safety Equipment:- 1. Dungaree - All workers 2. Safety Helmet - All workers 3. Safety Shoes- All workers 4. Goggles- All workers 5. Twin Cartridge Respiratory mask- All workers 6. Hand gloves- All workers
1.2	Cleaning of Airless painting machines & painting guns at the end of the day, daily.
1.3	Depute Sufficient semi-skilled & unskilled manpower which includes helpers, painters, and cleaners to support the highly skilled & skilled manpower to complete the assigned work.
1.4	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.
1.5	All the statutory obligations like PF Challan (if applicable), ESI Challan (if applicable), Wages Record, Labour licensee copy (if required), WC Policy-One Time, Service Tax Challans, Certificate regarding compliance to Labor Act for maintaining records required as per the law, Certificate for compliance to safety norms and other statutory papers, if required is in the scope of contractor and BHEL's will not be held responsible for any non-compliance issues. Failure to do so will result in hold of payment of contractor.
1.6	Safety at work will be ensured by Contractor and BHEL will assist, if required
1.7	Wrapping of 50mm area where welding is to be performed later by using masking tape, before painting & removal of tape after painting.
1.8	Contractor has to offer ducts/make up pieces & accessories to quality department & obtain clearance certificate for assembly/dispatch on daily basis.
1.9	Contractor has to prepare daily reports for work execution as. No. of duct/PPC items painted, area of painting & verified by BHEL Engineer/ Supervisor.
1.10	In case of compression of fabrication schedule to meet align with BHEL targets contractor has to increase manpower to meet the same.
1.11	Contractor has to submit fitness certificate of his employees for carrying out painting work.
1.12	Contractor has follow painting procedure as per Annexure-4. If any amendment will have made in painting procedure same will be followed by contractor.
1.13	Guideline for COVID-19/Pandemic situations: ■ In the given pandemic situation, prevailing here in India, it is utmost necessary to take proper safety precautions by wearing of nose & mouth mask, hand gloves/ washing hands frequently, maintaining minimum 2 feet social distancing during work and health check-up from time to time. This will ensure safe working environment for individual and co-workers. Furthermore, any Government guidelines issued from time to time may be adhered in order to overcome the pandemic situation. ■ Use of Arogya Setu App is mandatory on individuals mobile who are entering plant premises. Any guidelines issued in this connection by BHEL, will be acceptable to individuals entering the plant.

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1.1	PROCEDURE FOR PAINTING
1.2.	SURFACE PREPARATION:
1.2.1	Blowing by compressed air should be done for overall cleaning
1.2.2	Clean the surface with Acetone to remove the dry penetration test chemicals.
1.2.3	Clean the surface with General Purpose Thinner (White Spirit)
1.2.4	Emery paper of no. 180 can be used to remove oxide coating.
1.2.5	Wipe the surface with clean cotton cloth.
1.3	GENERAL:
1.3.1	Primer coating should be done on the same day of surface preparation.
1.3.2	All paints, primers & thinners should be stored in original sealed containers with clear identification w.r.t., manufacturer's name, shade, expiry date, and instructions for mixing and application.
1.3.3	Do not use paints after the shelf life has expired.
1.3.4	Open the containers just before application and seal the same immediately after use.
1.3.5	Thoroughly examine the surface to be painted prior to commencement of work. Correct any condition that may adversely affect cleaning & coating application.
1.3.6	Check at each step of painting operation before proceeding with the next step.
1.3.7	Verify that all painted surfaces are free from defects. If any defective area is found, repair and recheck before next operation.
1.3.8	Painting shall not be performed when the temperature is less than 3°C above the dew point of the surrounding air or when the relative humidity of the air is greater than 85%.
1.3.9	Paints shall not be applied within 50mm of edges which will later have to be welded. Such weld areas should be taped for a distance of 50mm on either side of the weld line.
1.4	PAINTING PROCEDURE (for external surface Epoxy/Enamel Paint Shed):
1.4.1	Epoxy Base Zinc Phosphate Primer: One coat of primer shall be applied within 3 – 4 hours after cleaning. Before application of Primer coat, dust should be removed with brush / clean cloths. The thickness of the coat should be 35 – 40 microns.
1.4.2	Final finishing coat of paint (AA 56126 for synthetic enamel and AA 56131 for Epoxy Paint): Finishing paint of required shade shall be applied after 4 hours by spraying. The painted surface shall be allowed to air dry for approx. 4 hours. Thickness of the coat shall be 25 – 30 microns. Total DFT of primer & finish coats shall be ≥ 65 microns
1.5	PAINTING PROCEDURE (for internal surface for enclosure and outer surface of conductor):
1.5.1	Epoxy Base Zinc Phosphate Primer: One coat of primer shall be applied within 3 – 4 hours after cleaning. Before application of Primer coat, dust should be removed with brush / clean cloths. The thickness of the coat should be 35 – 40 microns.

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Annexure-4

PAINTING PROCEDURE

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1.5.2	Final finishing coat of paint (Matt Black): Two coats of Matt Black paint shall be applied after 4 hours by spraying. The painted surface shall be allowed to air dry for approx. 4 hours. Thickness of the coat shall be 40 – 50 microns. Total DFT of primer & finish coats shall be $\geq$ 50 microns
1.6	ACCEPTANCE CITERIA:
1.6.1	Painted surface shall be visually checked for defects like rundown, bubbles, blisters, wrinkles etc.,and for areas not covered by coat.
1.6.2	Dry Film Thickness (DFT) shall be checked after drying of final coat.
1.6.3	Adhesion test shall be carried out as per ASTM D 3359 – 83
1.7	PRECAUTIONS:
1.7.1	Mix only a sufficient quantity of paint required to be used within 02 hrs as recommended by paint manufacturer.
1.7.2	Does not use leftover paint which progressively hardens and become unusable by adding thinner.
1.7.3	Painted surface if damaged should be re-touched with similar procedure.

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1. GENERAL TERMS & CONDITIONS:

- 1.1 Contractor has to do painting on bus duct & Accessories in side painting booth. Personnel deployed should be technically competent to operate painting booth.
- 1.2 Measurement of painted surface area taken by cylindrical formula (In case of IPBD) and rectangular formula (in case of SPBD). painting of Inspection Windows, Channel rings, CT terminal Box & terminal Covers will not paid extra.
- 1.3 Material issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production / Central Stores.
- 1.4 Contractor has to return / hand over scrap material to BHEL via scrap note quantity and type of scrap clearly mention in the scrap note. Collection and separation of scrap to be done by the contractor on daily basis after the shift is over.
- 1.5 Contractor's Engineer / supervisor have to maintain data of issued paint, thinner etc. and used/scrap material on day to day basis.
- 1.6 Contractor has to hand over finished job to BHEL representative after painting duly cleared by BHEL QC.
- 1.7 Shop supervisor from contractor side will co-ordinate with shift in-charge, BHEL, Production Shop for all his requirements i.e. targets of month, issue of raw material, required consumables, maintenance of machine, material handling & work verification on daily basis.
- 1.8 Contractor has to submit the material accountal every month w. r. t. SIV issued by production, after the completion of painting.
- 1.9 Contractor has to execute the work order in a manner to meet BHEL requirement which may include working in shift for which contractor has to make all necessary arrangements. All the power switches of machines , fans, lights and other shop appliances should be put off before leaving the work place after duty is over or going for lunch. If BHEL finds any laps, suitable penalty shall be imposed on the contractor.
- 1.10 Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons from HR deptt. BHEL is not bound to provide subsidized meal to contractor employee.
- 1.11 Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by the contractor.
- 1.12 A work-register has to be maintained containing following information:
 - a) Date of receipt of Ducts/PPC items & other items.
 - b) Date of inspection offered to BHEL.
 - c) Date of handing over of finished painted jobs.
- 1.13 The assignment as received from BHEL has to be completed as per schedule of work and if needed has to be realigned with the revised targets of BHEL by working in co-ordination with BHEL in two shifts/three shifts.

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Annexure-5

GENERAL TERMS & CONDITIONS

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- 1.14 The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property to BHEL/contractor's own persons/any other party caused due to acts & omissions of sub contractor or its employee during course of execution of work.
- 1.15 Compliance and payment of PF of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
- 1.16 The sub contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
- 1.17 Cleaning of work area after completion of work is responsibility of subcontractor.
- 1.18 Warranty: Not applicable.
- 1.19 Any loss/damage/intentional damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.

2. Payment of bills:

- 2.1 The payment shall be released progressively after submission of GST invoice/bill (in Three Copies) and based on WAM and measurement of work on MB book from the date of Submission of proper bill through e-payment mode/TREDS subject to below mentioned compliance/ details/documents:
- 2.1.1 Original Invoice with two copies.
- 2.1.2 Copy of work order.
- 2.1.3 Copy of work allocation against work order through annexure (LATEST REVISION).
- 2.1.4 Copy of work completion certificate or Route card.
- 2.1.5 Copy of wage register of the month in which the allotted work has been executed.
- 2.1.6 Payment details of bank from which wages of employees have been transferred online.
- 2.1.7 Copy of payment receipt of PF & ESI of Contractor Employee of work execution period.

SL. NO.	PAYMENT ON COMPLETION OF FOLLOWING:
1	Total verified painted surface in SQM as per loading annexure & the work- register on monthly basis A copy of the Route Card passed by BHEL, Quality/production Department to be enclosed with the invoice.

- 2.2 Contractor to ensure compliance of GST/Income tax law/ any other tax laws and rules applicable/ introduced from time to time and applicable on supply/service involved in this tender and in the event of non-compliance by contractor, implication of the same (if any) shall be on account of contractor.
- 2.3 Contractor to ensure timely compliance related to GST return filling, If Input tax credit (ITC) not available to BHEL on account of non-compliance/ delayed compliance. GST charged in

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GENERAL TERMS & CONDITIONS

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invoice will be paid when ITC is available to BHEL, if GST charged paid will be recoverable from Contractor."

- 2.4 After acceptance of bill, The payment shall be released from the date of acceptance to contractor as per following.

Sl no.	Type of Bidder	Payment terms (No of Days)
1.	Micro & Small Enterprises (MSEs)	45 days
2.	Medium Enterprises	60 days
3.	Non MSME	90 days
4.	Wherever ILC payment terms are being given in tenders floated outside GeM.	120 days

3. RIGHT OF BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 3.1 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
- 3.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of:-
- 3.2.1 Contractor's continued poor progress
 - 3.2.2 Withdrawal from or abandonment of the work before completion of the work
 - 3.2.3 Contractor's inability to progress the work for completion as stipulated in the contract
 - 3.2.4 Poor quality of work
 - 3.2.5 Corrupt act of Contractor
 - 3.2.6 Insolvency of the Contractor
 - 3.2.7 Persistent disregard to the instructions of BHEL
 - 3.2.8 Assignment, transfer, sub-letting of contract without BHEL's written permission
 - 3.2.9 Non fulfillment of any contractual obligations
- 3.3 In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.
- 3.4 To meet the expenses including BHEL overheads on the differential cost at 10%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of

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the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

- 3.5 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- 3.6 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 10% on all such payments along with interest as defined elsewhere in the GCC.
- 3.7 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
- 3.8 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than
- 3.9 two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- 3.10 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:
- 3.11 The balance works cannot be done within a reasonable period of time as they are dependent on reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone / stage payments) as mutually agreed, shall however be reduced from the final contract value.

4 Earnest Money Deposit (EMD):

Earnest Money Deposit as specified in NIT is must and shall be deposited along with the offer in the form of Bank Draft/Pay Order from any nationalized bank, in favor of BHEL Rudrapur. The EMD amount given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by successful bidders. The EMD deposited by successful bidders shall be converted & adjusted against Security Deposit. *Offers without EMD shall not be considered and shall be out rightly rejected*

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5 Security Deposit (SD):

- 5.1 Successful contractor shall submit the interest free **security (S.D.)**, **5% of total Work order value** in form of DD/PAY ORDER/FDR or in form of bank guarantee in favor of BHEL issued by scheduled banks in the name of contractor, A/C BHEL.
- 5.2 Contractor shall submit at least 50% of total security deposit, before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 5.3 Contractor has to submit security deposit within one week from the date of work order.
- 5.4 Work can be started before security deposit is collected in case of small value contracts not exceeding Rs 20 Lakhs. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.
- 5.5 In case of delay in submission of performance security / Security Deposit, enhanced performance security which would include interest (SB PLR rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security / Security Deposit is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.
- 5.6 The Security Deposit shall not carry any interest
- 5.7 The Security Deposit shall be refunded to the sub-contractor after three month of successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).

Annexure-6**BOQ & SCHEDULE OF WORK**

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A. Bill of Quantity as per following

Sr. No.	Type of painted surface (SPBD/IPBD/NSPD & Accessories)	Surface Area of Painted Surface (SQM)
1	Inside painting (MATT Black: 50μ Min)	60000
2	Outside painting (Enamel/epoxy: 65μ Min)	45000

B. SCHEDULE OF START AND COMPETION OF WORK:**Duration of contract: One Year from the date of work order.**

SN	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Painting of Duct as per BOQ.	One year from the date of work order.
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PDN department.

C. Liquidated Damages (LD)/Penalty:

- i) If the contractor fails to delivery of ducts as per following delivery schedule in that case BHEL shall have the 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.

SI	Quantum of Work/ Annexure	Delivery Schedule in weeks
1.	Quantity(in SQM) as per loading annexure to contractor(Date of annexure, BOM no, Project, no's of ducts & Painting area for inside & outside.will be mentioned)	One Week from the date of receipt of job OR paint (Date of SIV) whichever is later. Maximum 2500 SQM per week.

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Annexure-7**Qualifying Criteria for Techno-commercial Bid**

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Sl. No	Description	Offer Please Tick for confirmation
1	Acceptance of tender terms and conditions.	Enclose signed and stamped copy of tender documents
2	Submission of EMD as specified in NIT (Receipt copy to be enclosed)	Enclose proof of EMD submitted
3	Financial Turnover: - a. Average Financial turnover during the last three years (FY 2022-23, FY 2021-22, FY 2020-21), ending 31st March of the previous financial year, should be at least Rs. 3.29 lakhs/-. b. Balance sheet and Profit & Loss Account (audited / issued by Chartered Accountant) of last three years in support of above at sl. no.(a).	Enclose copy of balance sheet as proof
3	Experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which applications are invited to be the following: - a. Three similar completed works costing not less than the amount of Rs. 4.39 lakhs each /-. OR b. Two similar completed works costing not less than the amount of Rs. Rs. 5.49 lakhs each/-. OR c. One similar completed works costing not less than the amount of Rs 8.78 lakhs/-.	Enclose copy of WO/PO/work completion certificate as proof
4	Definition of similar work: Bidder should have experience of painting on metallic parts. Bidder has to furnish proof of Execution of Fabrication work OR maintenance works OR refurbishment work of civil/Mechanical systems, involving painting on metallic parts OR Manpower Supply for carrying out such painting activity.	Enclose copy of WO/PO as proof
5	GST Registration no.	Enclose copy of certificate
6	Copy of PAN Card.	Enclose copy of certificate
7	Copy of EPF registration.	Enclose copy of certificate
8	Copy of ESIC registration.	Enclose copy of certificate

Note: Bids non-compliant any of the above criteria is liable to be rejected during techno commercial evaluation.

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PRICE BID FORMAT

Sl. No.	Type of painted surface(SPBD/IPBD/NSPBD & Busduct Accessories)	Quantity: Surface Area of Painted Surface(SQM) (A)	Quoted Rate Rs./SQM (B)	Total Quoted Value(Rs.) C=AxB
1	Inside painting (MATT Black: 50μ min)	60000		
2	Outside painting (Enamel/epoxy : 65μ min)	45000		
3	Total			
4	GST @ 12% of SI no. 3			
5	Total (Rs.)			
Total Value Rs.: (In words)				

- We confirm that all the terms & conditions of this tender enquiry are acceptable to us & we have quoted the rates accordingly.
- We confirm that we are aware of the site & the working environment.

(Signature & stamp of bidder)

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