

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL**

**WATER TURBINE MANUFACTURING DIVISION**

**NOTICE INVITING TENDER**

Water Turbine Manufacturing Division, BHEL Bhopal invites tender on **two-part bid basis** (Part I-Techno Commercial Bid & Part II- Price Bid) from experienced and financially sound contractors for machining of jobs.

**(1)Scope of Work:-**

To operate various machines in WTM (Block-1), BHEL-Bhopal, premises, as per the enclosed list of machines. (See Annexure-I).

**(2)Quantity:** - 135253 Machine Hours (96525 Skilled Machine Hours + 38728 Semi Skilled Machine Hours)

Skilled Machine Hour: Work done by skilled operator per hour on single operator machine or double operator machine.

Semi-Skilled Machine Hour: Work done by semi-skilled operator per hour on double operator machine only.

During execution, the department (if so desires) may award additional works quantity for period up to contract end date i.e. 30 June 2020 at the originally awarded rate for which the bidder will be bound to execute.

**(3)Splitting:** - The work order shall be splitted into 5 parties as per details below. Counter offer of L1 rate will be given to other bidders in order of merit. If no bidder accepts counter offer rate, entire quantity will be given to L1 bidder. Distribution will be done as follows:

L1: 41732 HRS    L2: 32553 HRS    L3: 26517 HRS    L4:20899 HRS    L5:13552 HRS

The HRS may include skilled machine Hrs, semi-skilled machine Hrs or both.

Wherever the numbers of qualified responses (N) are three or more, the distribution shall be limited to (N-1) qualified responses as per BHEL Works Policy 2016.

Please note that the allocation of machines among L1, L2, L3, L4 & L5 will be done by the department and can be re-allocated anytime during execution of the works contract.

**Name & signature of the bidder**

**(Seal)**

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**(4)Qualification criteria: -**

1. Experience of having successfully completed one similar work order in industry or an establishment of Government/ Public / Private sector during last 07 years ending on 30 June 2019 for valuing either of the following : -
  - A. One similar completed works costing not less than Rs. 23.20 lakhs /-
  - Or
  - B. Two similar completed works costing not less than Rs. 14.50 lakhs each /-.
  - Or
  - C. Three similar completed works costing not less than Rs. 11.60 lakhs each /-.

2) Minimum Average annual financial turnover of Rs 8.70 lakhs during last 03 financial years ending 31 March 2018.

Similar works will consist of machining work order including experience of atleast one of the machining works listed below:

- 1) Horizontal Boring Machines
- 2) Vertical Boring Machines
- 3) Milling Machines
- 4) Lathe Machines
- 5) Drilling Machines
- 6) Planar Machines
- 7) Surface / Cylindrical Grinding Machines (does not includes portable grinding machines)

The bidding firms shall submit the works order copies & its completion certificates to prove the desired experience. The works completion certificate for previous work execution in BHEL should be submitted as per the prescribed format in Annexure – II duly approved by an executive not below the rank of DGM & certified through HR. In case of similar works executed in the private sector, TDS certificate regarding the fulfillment of work order has to be submitted along with the work completion certificate. Apart from these, the bidder has to submit all the documents mentioned in **sub clause 10(a)** of the NIT to qualify in the technical bid. Only the firms meeting the above requirements shall be qualified technically for further processing of tender i.e. the price bid will be opened for technically qualified parties only.

**(5)Periodicity of billing:** - Monthly on the basis of work completion certified by WTM during the month under consideration.

**(6) Payment Terms:** Within 60 days of the bill being raised in the department.

Name & signature of the bidder

(Seal)

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**(7) Work Commencement:** - Within one week from the date of issue of LOI.

**Contract Period:** - Up to 30<sup>th</sup> June 2020 from the date of W.O. commencement.

**(8) Tender cost:** - Rs 500/- plus GST (Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below: <https://www.bhelbpl.co.in/qcins/iccs.htm>) (For detailed procedure, please refer clause 9). The tender fee should be deposited along with technical bid. **No tender cost is to be submitted by MSMEs subject to submission of MSME certificate along with the bid.**

**(9) Earnest Money deposit:** -

Earnest money deposit of Rs 58,015 /- (Fifty Eight Thousand and Fifteen Only). EMD will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below: <https://www.bhelbpl.co.in/qcins/iccs.htm>) or one time EMD of Rs 5.0 Lakhs/- should accompany the techno-commercial offer.

1. After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both are applicable
2. After the successful payment DU No shall be generated from the banking system
3. After depositing the amount, Depositor has to fill Deposit slip available on Internet ([www.bhelbpl.co.in](http://www.bhelbpl.co.in) under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately
4. As and when credit received in BHEL account, automatic mail sent to the depositor

Note: - After submitting the Deposit Slip a control number will be generated through system, which can be used for getting print out from the system.

EMD can also be accepted in the form of Fixed Deposit Receipt (FDR in the name of contractor, a/c BHEL) issued by Scheduled banks/Public Financial Institutions as defined in the Companies Act. The EMD amount in excess of Rs 2 lakhs can also be accepted in the form of Bank Guarantee (Valid for at least six months) from scheduled bank. Offer without a proper EMD will be rejected. **No EMD is to be submitted by MSMEs subject to submission of MSME certificate along with the bid.**

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**(10) Quotations: -**

Firms are required to submit quotation as per the **two parts bid** system.

(a) The **Part-I** Technical bid in a sealed envelope shall contain the followings

Only (duly signed and stamped on each document except fresh EMD and Tender fee):-

1. Fresh EMD/One Time EMD and tender fee,
2. Copy of PF & ESI certificate,
3. Copy of Labour License, as applicable (after award & before starting of work)
4. I/Tax PAN no & GST Registration Certificate.
5. An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender,
6. Declaration sheet as per proforma at Annexure – ‘VI’.
7. Check list and schedule of general particulars as per Annexure-‘VII’,
8. Signed & stamped copy of each page of NIT & all enclosed annexures.

**(b) The Part-II shall contain only Price bid (Annexure – ‘VIII’) in a separate sealed envelope.**

**Price bid will be opened for only those firms which will technically qualify in Part-I (Technical bid).**

**(11) Last Date of Bid submission: - 09/08/2019 (Friday) by 11:00 AM**

**Date of Techno-commercial bid opening: - After 02:00PM on the same day**

**(12) Venue for bids submission/ opening:-**

Tender Room, Admin Block, Ground Floor,  
BHEL, Bhopal-462022

**Note:-**

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

**D.S. Dhurve  
AGM - WTM  
BHEL - Bhopal**

Name & signature of the bidder

(Seal)

**SCOPE OF WORK (ANNEXURE-I)**

The various machines of WTM proposed for running at works contract are as below:

SR NO	MACHINE NO	TYPE	SINGLE OPERATOR/ DOUBLE OPERATOR	PLANNED NO OF SHIFTS	SKILLED TECHNICAL HOURS	SEMI - SKILLED TECHNICAL HOURS	TOTAL TECHNICAL HOURS
1	2/A/34	HOROZONTAL BORING - BH	DOUBLE OPERATOR	II	2977	2977	5954
2	2/A/8	LATHE - LC	DOUBLE OPERATOR	II	2977	2977	5954
3	2/A/30	HOROZONTAL BORING - BH	DOUBLE OPERATOR	II	2977	2977	5954
4	2/A/38	VERTICAL BORING - BV	SINGLE OPERATOR	I	2032	0	2032
5	2/A/18	DRILLING - DR	SINGLE OPERATOR	I	1920	0	1920
6	2/A/19	DRILLING - DR	SINGLE OPERATOR	I	1920	0	1920
7	MARKING-BAY 1	MARKING OPERATION - MO	SINGLE OPERATOR	I	1920	0	1920
8	MARKING-BAY 2	MARKING OPERATION - MO	SINGLE OPERATOR	I	1920	0	1920
9	2/A/21	PLANO - MILLING - PL	SINGLE OPERATOR	II	2977	0	2977
10	2/A/2024	LATHE - LC	SINGLE OPERATOR	I	2032	0	2032
11	2/A/2021	LATHE - LC	SINGLE OPERATOR	II	2977	0	2977
12	2/A/2033	LATHE - LC	SINGLE OPERATOR	I	2032	0	2032
13	2/A/2013	LATHE - LC	SINGLE OPERATOR	II	2977	0	2977
14	2/A/63	LATHE - LC	SINGLE OPERATOR	II	2977	0	2977
15	2/A/2028	PLANO - MILLING - PL	SINGLE OPERATOR	I	2032	0	2032
16	MARKING-BAY 4	MARKING OPERATION - MO	SINGLE OPERATOR	I	2032	0	2032
17	2/A/120	PLANO - MILLING - PL	SINGLE OPERATOR	I	2032	0	2032
18	2/A/124	PLANO - MILLING - PL	SINGLE OPERATOR	I	1920	0	1920
19	2/A/39	VERTICAL BORING - BV	SINGLE OPERATOR	I	1920	0	1920
20	2/A/82	LATHE - LC	SINGLE OPERATOR	I	1920	0	1920
21	2/A/49	VERTICAL BORING - BV	SINGLE OPERATOR	I	1920	0	1920
22	2/A/23	PLANO - MILLING - PL	SINGLE OPERATOR	I	1920	0	1920
23	2/A/15	DRILLING - DR	SINGLE OPERATOR	I	1920	0	1920
24	2/A/67	LATHE - LC	SINGLE OPERATOR	I	1920	0	1920
25	2/A/65	LATHE - LC	SINGLE OPERATOR	I	1920	0	1920
26	2/A/55	GRINDING - GR	SINGLE OPERATOR	I	1920	0	1920
27	2/A/2063	GRINDING - GR	SINGLE OPERATOR	I	1920	0	1920
28	2/A/9	LATHE - LC	DOUBLE OPERATOR	II	2977	2977	5954
29	2/A/31	HOROZONTAL BORING - BH	DOUBLE OPERATOR	II	2977	2977	5954
30	2/A/145	HOROZONTAL BORING - BH	DOUBLE OPERATOR	II	2977	2977	5954
31	2/A/106	DRILLING - DR	DOUBLE OPERATOR	II	2977	2977	5954
32	2/A/104	DRILLING - DR	DOUBLE OPERATOR	II	2977	2977	5954
33	2/A/107	DRILLING - DR	DOUBLE OPERATOR	II	2977	2977	5954
34	2/A/2044	DRILLING - DR	DOUBLE OPERATOR	II	2977	2977	5954
35	2/A/48	VERTICAL BORING - BV	DOUBLE OPERATOR	II	3961	3961	7922
36	2/A/2084	VERTICAL BORING - BV	DOUBLE OPERATOR	I	2020	2020	4040
37	2/A/17	DRILLING - DR	DOUBLE OPERATOR	II	2977	2977	5954
38	2/A/133	GRINDING - GR	SINGLE OPERATOR	II	2977	0	2977
39	2/A/2071	LATHE - LC	SINGLE OPERATOR	I	1920	0	1920
40	2/A/2065	POWER HACKSAW	SINGLE OPERATOR	I	1920	0	1920
<b>REMARK :</b>		1) SINGLE OPERATOR MACHINE = 01 SKILLED WORKER PER SHIFT 2) DOUBLE OPERATOR MACHINE = 01 SKILLED WORKER + 01 SEMI - SKILLED WORKER PER SHIFT					

Name & signature of the bidder

(Seal)

**SUPPLIER PERFORMANCE / EXPERIENCE CERTIFICATE**  
**(ANNEXURE – II)**

Ref

Date:

To,

Shri D.S. Dhurve, AGM (WTM – Production)

Name of organization which requires the certificate: BHEL Bhopal

This is to certify the M/s .....having its registered office at.....has supplied/executed following item/works :

Sl No	Description of item/ materials supplied or work executed	Scope	Period of work execution /supply	Executed Supply Value	Performance (Satisfactory / Unsatisfactory)	Remarks, If any

(List of items Supplied or works executed in last 7 years ending 30/06/19 may be given)

This is to certify that M/s.....is a registered/ not – registered Supplier or Contractor with name of BHEL Unit.

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

Signature of Competent Authority

Name & signature of the bidder

(Seal)

### **INSTRUCTIONS TO CONTRACTORS (ANNEXURE - III)**

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.
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. 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.
4. 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.
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate for each contract separately.

“It is certified that PF challans of the amount \_\_\_\_\_ (in words \_\_\_\_\_) pertains to my workers whose names are appearing in the wage sheet of the month \_\_\_\_\_20\_\_\_\_ and these workers are engaged in \_\_\_\_\_(type of work) against Work order no \_\_\_\_\_ In \_\_\_\_\_ (name of department).

Signature of Contractor

### **PAYMENT OF WAGES**

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

### **SAFETY AND DISCIPLINARY ACTION**

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations.

Name & signature of the bidder

(Seal)

All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.

2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.
4. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
6. Contractor shall fully comply provisions of various applicable labour laws

## **RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR**

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

## **COMPLIANCE OF STATUTORY PROVISIONS**

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

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950

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- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. Factory Act 1948
- .. Maternity Benefit Act 1961
- .. Equal Emolument Act 1976
- .. M.P. Shram Kalyan Nidhi Adhinyam 1982
- .. Payment of Bonus Act 1963
- Shop & establishment Act 1958
- .. Inter State Migrant Act.

### **STATUTORY INSTRUCTIONS TO CONTRACTOR**

#### **A) STATUTORY REGISTRATIONS AND CLEARANCES:**

Contractor shall commence the work only after obtaining:

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

#### **B) CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT:**

1. Employment card as per rule no 76 of contract labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.

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6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
  7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
  8. Remit Provident fund contributions in prescribed 3A & 6A forms
  9. ESI contributions in Form 6
  10. Submit challans of PF & ESI contributions every month.
  11. Provide Personal protective equipments for his employees
  12. Distribute wage slip each month to his employees
  13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL, in the presence of concerned deptt representative/ through bank account
  14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.
- C) PAYMENT OF WAGES ACT:
1. Those engaging 100 or more workmen should submit or copy of standing orders.
  2. Shall comply with the provisions of Factories Act.
- D) ON COMPLETION OF WORK:  
Submit PF & inspection report

Name & signature of the bidder

(Seal)

**GENERAL TERMS & CONDITIONS (ANNEXURE – IV)**

Prices are to be quoted on Skilled Machine Rate per hour only. The Semi- Skilled Machine rate per hour will be calculated by the department using the formula described in price bid. The number of hours required for complete machining of each job/drawing will be given by our technology division & the same will be final. Payment for individual jobs thus will be made by multiplying the awarded per hour rate by BHEL & technological time allowed for that job/drawing by our technology division for skilled & semi-skilled machine hours separately. Each page of quotation shall bear seal and sign of the contractor/owner/proprietor.

- No extra time will be given after job order is issued for waiting due to crane, m/c breakdown, welding required in the job, hard spots in jobs or any other factor. The bidder will have to run m/c in shifts also. System of job card for works should be strictly followed.
- Flow of work: Efforts would be made to maintain flow of work but BHEL does not guarantee continuous flow of work.
- Terms of payment: After completion of job against work completion certificate by WTM.
- Statutory compliance's: Instruction to contractor's for compliance's for job/work/Labour contract (Ref. 10/99/Per (FY)/CLC) attached as Annexure – III to be followed strictly. Noncompliance of statutory requirements may lead to cancellation of tender/ blacklisting of contractor.
- You have to fulfill all the statutory requirement
  - a. Provident Fund Act 1952
  - b. ESI Act 1948
- Facilities: - Required facilities like crane (loading and unloading of job), tools, spanners, clamps, consumables and measuring instruments will be made available by BHEL.
- Security Deposit: - Security Deposit has to be deposited by the successful tenderer before start of work & will be accepted only in electronic Mode. SD can be deposited on line through following link as mentioned below: <https://www.bhelbpl.co.in/qcins/iccs.htm> (For detailed procedure, please refer clause 8 of NIT).The rate of Security Deposit will be 5% of the contract value.

Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be

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collected before start of the work and the balance 50% may be recovered from the running bills.

- Cost of rework/rejection will be fully recovered from the contractor.
- Premature termination of contract: - If the job takes substantially more time than standard technological hour then the contract can be terminated and penalty can be charged on contractor. In this monthly basis regularly and performance of the contractor in this respect (i.e. technological hours generated per monthly) will be evaluated. In case performance is unsatisfactory the contract will be terminated immediately and retendering will be done to give the m/c to another contractor; however factors beyond the control of contractor will be considered. The same procedure will be followed if the quality of the jobs/capability of the operators supplied by contractor is found unsatisfactory.
- The contractor will have to follow all statutory requirements of BHEL for works contract and safety norms as per Annexure - III for works contract of WTM Division, BHEL, Bhopal.
- Attendance record of contract workers - "The contractor should maintain an attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/dept. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. "
- Wages & Wage record of contract workers – The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. Complaints of short payment & non-payment of wages will lead to cancellation of tender and penal action including blacklisting. The Wage Register shall bear the PF and ESI nos. of the workers.

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- Leave: In case of workers who have worked for 240 or more days in the preceding year, 07 days casual leave is to be provided. For all contract laborers, three days payment for national holidays are to be provided in a year.
- Overtime: Maximum overtime permissible is 50 hours in a quarter. In case of overtime, the payment should be made at double the rate of normal wage. In case of working on a Sunday, the contractor should ensure a week holiday is given to a worker.
- Contribution to welfare fund – contractor should ensure that half-yearly contribution to M.P. Labour welfare fund is deposited [@ Rs 30/- (by contractor) per person and @ Rs 10 (by worker) per person].
- Compliance of PF/ ESI deductions - “The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer’s and employees’ contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department.” The contractor has to ensure activation of UAN no for all the workers before putting the first bill. ESI card base Labour Entry –“Only those workers shall be allowed entry into Factory premises who have valid ESI card.”
- Contractor shall provide annual statement of PF to his workers to enable them to know their PF balance status. Before generating ESI no. for a contract labourer, the contractor should ensure that the labourer does not have an existing ESI no. Contractors should provide correct & complete information of their workers to all the authorities. They should keep all the forms & registers updated and should make themselves present during inspection of records by PF/ ESI labour authorities.
- Uniform, shoes & helmet for contract workers – Two sets of uniform & shoes are to be compulsorily provided to the contract labourers by contractor. Contractor should also ensure that his workers wear helmets & use necessary PPEs while at work. In case of non-compliance the bill will not be cleared & the contract will be terminated.
- Supervision of Contractor labour –“The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work

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allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility. "

- Contract Worker: Only ITI qualified workers or workers with at least 3 years of similar experience in BHEL will be allowed to be deployed in work order requiring skilled worker in manufacturing activities. Only contract workers up to the age of 65 years will be allowed to work inside factory premises. The contractor should get police verification done for all his labourers before the start of work and has to take personal liability for the conduct and character of his labourers.
- Contract labour accidents while at work:-"In case of medical emergencies faced by contract worker at work, the contractor or his supervisor should be present to facilitate completion of formalities. Medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor."
- Prohibition on influencing and interfering on behalf of contractor-"The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."
- First and Final Bill to be cleared only after submission of Form VI A & VI B: "Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any). "
- Clearance of bills: Contractors should present the bills within reasonable time preferably every month. Bills pertaining to more than three months old will be cleared only after

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specific approval from GM (HR). Bills more than 6 months old will be cleared only after bringing the same to the notice of ED.

- The contractor has to ensure that each employee should wear Identity card (Specifying firm name, PF No., ESI No.)

- **COMPENSATION CLAUSE:**

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

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

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

c) Compensation in respect of each of the victims:

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

(ii) In the event of **other permanent disability**: Rs.7, 00,000/- (Rs. Seven Lakh)

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

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

Name & signature of the bidder

(Seal)

**Compensation Undertaking from the Contractor**

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

• **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.

A) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

B) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

• **GST Clause : -**

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

**Name & signature of the bidder**

**(Seal)**

3. GST portion of the invoice shall be released only upon-

3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.

3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government

3.3 Receipt of goods/services and Tax Invoice by BHEL and

3.4 Confirmation of payment of GST thereon by contractor on GSTN portal

3.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

3.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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

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

#### **Reverse Charge under GST**

5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Liquidated Damage/Penalty

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

#### **Tax Deduction at source**

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

Name & signature of the bidder

(Seal)

**SPECIAL CONDITIONS (ANNEXURE – V)**

1. The bidder shall follow BHEL norms prevailing for wages to be paid to the contract workers as flashed by HR- CLC. Contractor shall ensure payment of statutory minimum wages as well as additional wages recommended by BHEL from time to time.”
2. **The bidder has to compulsorily pay wages through digital mode and submit the bank statement of contract workers before processing of any bill.**

CURRENT STATUTORY MINIMUM WAGES (Effective from 01/04/2019)		
SR. NO.	CATEGORY OF WORKER	STATUTORY MINIMUM WAGES
		DAILY (PER DAY)
1	SKILLED WORKER	Rs. 452.94
2	SEMI SKILLED WORKER	Rs. 431.56
3	UNSKILLED WORKER	Rs. 407.32

3. The bidder has to ensure that machines running under works contract are run for specified no of shifts (except when machine is under breakdown). For monthly running of machine hours below 90%, penalty will be imposed. For machine not running for 8 hours, 12 hours will be deducted as penalty from the bill. GST on penalty will be charged extra.
4. 03 Days' time will be given for cancellation and re-issuing of worker's gate pass. During this period no penalty will be imposed.
5. The contractor shall provide uniform, shoes & helmet to his workers within 30 days of the start of work and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance within the prescribed period, penalty will be imposed at the rate of Rs 10/- per day per worker.
6. Rights of BHEL
  - a) The bidder offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL or any of its unit.
  - b) If the tenderer furnishes wrong information in his offer, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the security deposit.
  - c) The incomplete/unsigned offers may be summarily rejected. The bidder should submit the complete offer in all respect with duly signed & sealed.
  - d) BHEL reserves the right to cancel this tender at any stage, without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action.

I **(Name of contractor)** hereby declare that I will strictly adhere to all the clauses of Special Conditions mentioned above.

Name & signature of the bidder

(Seal)

**DECLARATION SHEET (ANNEXURE - VI)**

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

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

Name & signature of the bidder

(Seal)

**CHECKLIST & SCHEDULE OF GENERAL PARTICULARS**  
**(ANNEXURE – VII)**

NOTE: - Bidder shall fill in the following details and no column should be left blank.

1) Name & Address of the Bidder:

2. Fax / Email Address

3. Phone No. (Office)/ Mobile nos.:

4. Name & designation of the official of the tenderer to whom all the references shall be made.

5. Bidder's proposal no. & date

6. Whether Tender fee submitted (Deposit slip to be attached). Pl. give details.

Yes / No

7. Whether EMD submitted (Deposit slip to be attached/One Time EMD).  
Pl. give details.

8. Income tax PAN no. for last year & GST Registration.

Yes / No

9. Submission of signed and stamped copy of NIT along with all its annexures.

Yes / No

10. Submission of previous work orders & their duly approved work experience certificates  
(Certificate as per Annexure – II)

Yes / No

11. Submission of copy of ESI registration, PF  
Registration.

Yes / No

11. Submission of Declaration sheet (in the format  
Annexure –“VI”)

Yes / No

12. Submission of Part-II (Price bid – Annexure “VIII”) in a separate  
Sealed envelope.

Yes / No

I **(Name of contractor)** hereby declare that all the information  
furnished above is true to the best of my knowledge.

Name & signature of the bidder

(Seal)

**PRICE BID FOR MACHINES PROPOSED FOR RUNNING IN WORKS**  
**CONTRACT (ANNEXURE – VIII)**

**NIT - WTM/WC/MACHINING WORKS/19-20/01 DT.  
 24/07/2019 DUE DATE OF OPENING :09/08/2019**

SR NO	TOTAL MACHINE HOUR	MACHINE HOUR	QUOTED RATE FOR SKILLED MACHINE HOUR (IN RS PER SKILLED MACHINE HOUR)	
			IN FIGURES	IN WORDS
1	<b>135253 HOURS</b>	SKILLED MACHINE HOUR (96525)		
2		SEMI-SKILLED MACHINE HOUR (38728)	0.95 X SKILLED MACHINE HOUR RATE / HR (NO RATE TO BE QUOTED FOR SEMI SKILLED MACHINE HOUR )	
THE TOTAL RATE WILL BE CALCULATED BY THE DEPARTMENT BY USING THE FACTOR : SEMI SKILLED MACHINE RATE / HR = 0.95 X SKILLED MACHINE RATE /HR. TOTAL VALUE = (20645 X SKILLED M/C RATE /HR) + (14885 X 0.95 X SKILLED M/C RATE/HR) BIDDERS HAVE TO QUOTE THE RATE /HR FOR SKILLED MACHINE HOUR ONLY.				

Remarks:

- L1 SHALL BE DECIDED ON THE LOWEST RATE/HR FOR SKILLED MACHINE HOUR. **IN CASE OF TIE OF L1 PRICE, THE BIDDER WITH HIGHER VALUE OF SIMILAR WORK (AS DEFINED IN NIT) IN THE LAST THREE YEARS SHALL BE TREATED AS L1.**
- SKILLED MACHINE HOUR RATE = RATE FOR DEPLOYMENT OF 01 SKILLED WORKER PER HOUR.
- RATES SHOULD BE QUOTED IN FIGURE AS WELL AS IN WORDS AND IN CASE OF ANY DISCREPANCY: RATE IN WORDS SHALL BE CONSIDERED CORRECT.
- STRICTLY AVOID OVERWRITING, CUTTING OR UNCLEAR WRITING.
- THIS RATE WILL BE TAKEN AS FINAL RATE INCLUDING PF, ESI, ALL STATUTORY LEVIES, UNIFORM, SHOES, HELMET, SUPERVISION/ADMINISTRATIVE CHARGES/MARGIN, OTHER GOVT TAXES (EXCLUDING OF SERVICE TAX/GST) AND INCLUSIVE OF CLC WAGE REVISIONS FROM TIME TO TIME.
- THE BIDDER SHOULD FOLLOW BHEL NORMS FOR WAGES TO BE PAID TO THE CONTRACT WORKERS FROM TIME TO TIME.
- GST SHALL BE PAID EXTRA AS PER THE GOVT. RULES APPLICABLE.

Name & signature of the bidder

(Seal)