



## INVITATION TO TENDER

**Ref: OPS/OS/SC/2017-18/33/045**

**Date: 08.08.2017**

**Sub:** Service Contract to carry out production support activities like Grinding, Chips removal, De-burring, Tube holes cleaning, De-greasing, Slag removal, Polishing of drilled holes, Handling of materials and Assistance to Operators etc. in Production Shops of BHEL-HPVP, Visakhapatnam for a period of one year.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	TOTAL WEIGHT (MT)	ESTIMATED VALUE ₹	EMD ₹	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Service contract to carry out production support activities in BHEL - HPVP Production Shops for a period of one year as per detailed scope of work.	5,110	69.95 Lakh	1,39,900/-	One Year	29.08.2017 up to 14.00 Hrs.

### 1.0 ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31<sup>st</sup> March 2017 should be at least 30% of the estimated value. (i.e. ₹ 20.99 Lakh) In case annual turnover for FY 2016-17 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31<sup>st</sup> March 2016 shall be considered.

Tenderer should enclose EPF, ESI, PAN, GSTIN New registration no., Income tax returns for last three years (FY 2013-14, 2014-15 & 2015-16/2016-17) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 31<sup>st</sup> July 2017 as given below:

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 27.98 Lakh each)

OR

- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. ₹ 34.98 Lakh each)

OR

- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. ₹ 55.96 Lakh)

Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note: Similar work means carrying out of works in an operating industry by deployment of manpower.**

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

## **2.0 SCOPE OF THE WORK:**

- i) The Scope includes carrying out production support activities like Grinding, Chips removal, De-burring, Tube holes cleaning, De-greasing, Slag removal, Polishing of drilled holes, Handling of materials and Assistance to Operators etc. inside production shops.
- ii) Providing safety appliances like safety shoes, masks, goggles, hand gloves etc. to the engaged workmen and Regular Cleaning of the related work area after completion of the work.
- iii) Though not mentioned specifically, any activity which is required for completion of the work is deemed to be included in bidder's scope.
- iv) **Calculation will be done @ 0.500 MT per Man-day.**
- v) Daily workers to be deployed will be decided by Head of the production department based on work load.

## **3.0 LOCATION OF WORK:**

The execution of the work is to be carried out inside BHEL - HPVP Production shops.

## **4.0 CONTRACT PERIOD:**

Contract shall be valid for a period of one year from date of work order or 01.10.2017 whichever is later.

## **5.0 EARNEST MONEY DEPOSIT:**

- I. The tenderer shall submit EMD for ₹ 1,39,900/- (Rupees One Lakh Thirty Nine Thousand Nine Hundred only) in the following forms only:
  - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer)
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
  - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

**Note:** Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 19 Annexure – I.

## **6.0 SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause 12 of annexure - I.

## **7.0 PAYMENTS TO THE WORKERS:**

Payment to the workers is to be made through bank by way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with monthly bill.

## **8.0 PAYMENT TERMS:**

R.A Bill payments will be arranged within 30 days from the date of submission of bill **or** 15 days from the date of clearance of the statutory compliance by IR Department whichever is later.

Documents to be enclosed along with the bill:

- a) Invoice
- b) Job completion certificate issued by the Shop in- charges and duly counter signed by Head of the Production department.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of GST payment as per annexure - GST.

**Note:** All payments will be released only through RTGS. Electronic Funds Transfer (EFT) form (Refer Annexure-B) duly Filled and certified through bank may be enclosed.

## **9.0 INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

## **10.0 VALIDITY OF THE OFFER:**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

## **11.0 RISK PURCHASE:**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

## **12.0 PRICE SCHEDULE, TAXES & DUTIES:**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on due date of tender submission except GST. However, GST as applicable shall be payable by contractor and same shall be reimbursed by BHEL on submission of proof of payment along with the bill as per annexure - GST.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed / recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by the contractor only.

- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will be deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
- g. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- h. Tenderer should quote the rates in figures as well as in words. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- i. All rates shall be quoted in the tender format only.

### **13.0 REVERSE AUCTION:**

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).”

As a reminder to the bidders, system will flash following message (in **RED Color**) during the course of ‘online sealed bid’:

“Bidders shall submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”.

General terms & conditions governing RA are mentioned in the special conditions at Annexure-IV

### **14.0 GENERAL:**

#### **14.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

- 14.2 Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.
- 14.3 **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**
- 14.4 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offers.
- For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to Outsourcing department, BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities.
- 14.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opts for Reverse Auction as per applicable guidelines.
- 14.6 The following documents (enclosed) shall form part of the contract including this NIT:

**PART - I: TECHNO COMMERCIAL BID**

- |   |                  |
|---|------------------|
| a) General Terms and Conditions                   | : Annexure – I   |
| b) General Rules and Regulations                  | : Annexure – II  |
| c) Minimum Wages as per Central Labour Department | : Annexure – III |
| d) Terms & Conditions of Reverse Auction          | : Annexure – IV  |
| e) Acceptance to the tender terms & conditions    | : Annexure – V   |
| f) Contractor Information                         | : Annexure – VI  |
| g) Check List                                     | : Annexure – VII |

**PART - II: PRICE BID**

- |   |                   |
|---|-------------------|
| g) Price Bid (Schedule of items and Bill of Quantities) | : Annexure – VIII |
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**15.0 TENDER SUBMISSION:**

- 15.1 The Bid shall be submitted in two parts.

**Part-I: Techno-Commercial Bid shall be placed in one cover** along with the following documents:

- (i) All Pages of tender document duly signed & stamped.
- (ii) Earnest Money Deposit @ ₹ 1,39,900/-.
- (iii) Income Tax Return Certificate / acknowledgement of the IT Returns for the last 3 years.
- (iv) Copy of P.F. Registration Document.
- (v) Copy of E.S.I Registration Document.
- (vi) Experience Certificates in line with eligibility criteria.
- (vii) Copy of PAN.
- (viii) Copy of GSTIN Registration Certificate.

**Part-II: Price Bid in the prescribed format shall be placed in another separate cover.**

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal.**

Both covers containing Part – I & Part – II bids shall be placed in **another bigger size envelope** duly super scribing the **Tender No. & Subject** on the envelope.

- 15.2 The tender completed in all respects **shall be dropped** in the **Outsourcing tender box** kept at reception counter, ADM building **latest by 14.00 Hrs. on 29.08.2017.**

Bidders may also send their offers by Post to “Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012”.

Last date for receipt of tenders is **29.08.2017 up to 14.00 hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

- 15.3 Submission of an offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.


**16.0 OPENING OF TENDERS:**

Techno-commercial Bids will be opened on **29.08.2017 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time

**If bids are not accompanied by requisite Earnest Money Deposit / Relevant MSME Registration certificate / Valid NSIC registration certificate along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
Manager (OS) 8/8/17

Ref: OPS/OS/SC/2017-18/33/045

Date: 08.08.2017

**SPECIAL CONDITIONS OF CONTRACT**

- 1) These conditions should be read in conjunction with general conditions of contract of BHEL, Visakhapatnam – 530012.
- 2) The item rate offered shall provide for the complete cost towards labour, supervision, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include GST. However, the GST as applicable shall be paid by contractor and same shall be reimbursed by BHEL on submission of proof of payment along with the bill as per annexure-GST.**
- 3) The contractor has to make ensure that all the workmen must have ID cards while on duty.
- 4) Payment to the workers is to be made through bank by the way of online transfer to their individual accounts by 10<sup>th</sup> of every month. Necessary proof is to be submitted along with the monthly bill.
- 5) Contractor shall be responsible for deploying the required manpower. In the event of shortfall, he should make alternative arrangement. The contractor shall be solely responsible for the behavior of the labour engaged by him. The contractor should ensure that there are no industrial relation problems due to the labour engaged by him
- 6) The contractor shall not employ any anti – social or undesired persons in the contract work and if any such persons are pointed out by BHEL, they shall be removed forthwith.
- 7) The contractor has to normally work in “A” shift 06.00 AM to 02.30 PM, “G” Shift 08.00 AM to 04.30 PM and “B” Shift 02.30 PM to 11.00 PM. However, if department has any urgent works the contractor has to detain the workmen for carrying out the jobs during “C” Shift 11.00 PM to 6.00 AM on working days and also on Public Holidays and Sundays.
- 8) **Operation of this contract:**  
The contractor should get in touch with the shop Manager / In-Charge for operation of this contract. The monthly Bills will be processed by Outsourcing Dept. based on job completion certificate given by shop Manager/In-charge duly countersigned by Head of the production department.
- 9) **Contractors scope of work:**  
The Scope includes carrying out production support activities like Grinding, Chips Removal, De-burring, Tube holes drilling, Degreasing, Slag removal, Polishing of drilled holes, Handling of materials and Assistance to Operators etc. inside production shops of BHEL-HPVP. Providing safety appliances like safety shoes, masks, goggles, hand gloves etc. to workmen and Regular Cleaning of the related work area after completion of the work.
- 10) **BHEL Scope of Supply:**  
Tools like Power compressed air, Hose pipes, emery papers, Cotton waste, Cleaner, Torque wrenches, spanners, Torque mater, Tightening gun, Cora cloth, Vim powder, Shovels, Chip bins, Chipping gun, Chisels etc. will be supplied by BHEL.
- 11) The Contractor is required to submit his bill once in a month. The contractor should enclose proof of payment of wages to his labour and remittance of PF & ESI in respect of his labour along with the bill. Proportionate deduction from the monthly bills will be made towards liability of the contractor for payment of terminal benefits to his labour. The amount so deducted will be refunded to the contractor subject to production of proof of payment of terminal benefits to his labour at the end of the contract period.

**SPECIAL CONDITIONS OF CONTRACT**

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**12) Security Deposit:**

- A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- B. The total amount of the security deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

**C. Modes of Deposit:**

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

- a) Cash (as permissible under the extant Income Tax Act).
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the companies' act (FDR should be in the name of the contractor, a/c BHEL.
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

**Note:** Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

**D. Collection of Security deposit:**

- i. At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

E. Security Deposit / Bank Guarantee will be released after the maintenance period of **2 months** or on closure of contract whichever is later.

F. The security deposit shall not carry any interest.

13) Income Tax will be deducted as per the statutory rules from time to time.

**14) Labour License:**

The contractor shall obtain license from the statutory authority. The competent authority (Licensing authority) for the works relating to the BHEL is the Asst. Labour Commissioner (Central), Visakhapatnam

**15) Towards Statutory Liability (if applicable):**

- a) All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, 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 latest version by the contractor.

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**SPECIAL CONDITIONS OF CONTRACT**

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- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from 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 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.
- d) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- e) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- f) Contractor shall be solely responsible for non-payment/ delayed payment of wages /DA, contributions under EPF, ESI Act etc.
- g) 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.
- h) 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.
- i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- j) Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- k) Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
- l) 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.
- m) Over and above the daily wage rate, payment shall be made for leave with wages.
- n) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
- o) 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 authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

**16) Return of Items supplied by BHEL:**

The various machines, tools & materials issued to the contractor shall be returned to the company on the completion of the work without any loss or damage subject to normal wear and tear. In case of loss or damage, company shall recover the amount from the contractor bills towards loss or damage caused thereof.

- 17) The contractor shall be responsible for ensuring that security rules and regulations of BHEL are duly respected and adhered to by him and his men in the premises of BHEL Works. The contractor shall surrender the gate passes (for men and vehicles) issue to him on termination of contract.

**SPECIAL CONDITIONS OF CONTRACT**

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**18) Termination of Contract:**

If the company finds that the contractor is not showing adequate progress of work as per schedules given to him or if the company is not satisfied with the quality of work being done or incase of insolvency etc., the company reserves the right to terminate the contract without assigning any reason whatsoever and the decision of the company shall be final. In addition to the above, the company is entitled to claim damage in respect of any loss consequent to the termination of the contract.

- 19) "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** valid NSIC certificate **or** EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer".
- 20) The expenses for executing the contract like purchase of non-judicial stamp paper etc., shall be borne by the contractor.
- 21) In respect of material supplied if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bills at the rates fixed by the department.
- 22) Contractor should produce labour license & insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.
- 23) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
- 24) **Fraud Prevention Policy :**  
"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice".
- 25) All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on our websites <http://www.bhelviz.co.in> & <http://www.bhel.com> only. Bidders should regularly visit these websites to keep themselves updated.

**SIGNATURE OF THE TENDERER WITH SEAL**

Ref: OPS/OS/SC/2017-18/33/045

Date: 08.08.2017

**RULES AND REGULATIONS FOR OPERATION**

1. The contractor shall pay the wages to his labour according to the wages fixed under the Contract Labour Act and as notified by Regional Labour Commissioner (Central) Hyderabad, Government of India from time to time.
2. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
3. The contractor should cover all his labour under **ESI** scheme to provide Medical Facilities and also Insurance to cover accidental benefits as specified in the relevant acts.
4. Contractor should have individual P.F. codes. In the absence of the individual P.F No. the quotations of the contractor will be rejected. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
5. The contractor should pay the amount towards Bonus, Retrenchment Compensation and Encashment of Non-availed Earned Leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
6. The contractor should pay wage in lieu of Non-availed Earned leave benefit to his workmen.
7. The contractor should make his own arrangement for providing **TEA/ BREAKFAST/ MEALS etc.**, to the labour engaged by him and BHEL will not issue any subsidized coupons for this purpose.
8. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right, to check the persons of contractor's employees while coming in and going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
9. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand in that behalf.
10. The contractor shall be responsible to ensure that his employees follow safety regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances to his labourers and shall be solely responsible for the same.
11. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) of the company and AGM (HR).
12. The contractor shall not employ Sub-Contractor without the prior approval of the company.
13. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place :-
  - a. Muster Roll
  - b. Muster Roll-Cum Wage Register & Leave wages register.
  - c. Register of Over Time
  - d. Register of Fines
  - e. Register of Advances
  - f. Register of Deductions
  - g. To issue Employment Card to the Workmen
  - h. To issue Wage Slip
  - i. In case of termination of employment, the contractor should issue service certificate.

**RULES AND REGULATIONS FOR OPERATION****:: 2 ::**

14. The agreement / contract shall remain in force for a period of **ONE YEAR** unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below
- (a) If the contractor fails or neglects to tender the said services or any of them to the satisfaction of BHEL or if the contractor commits breach of any of the rules and regulations
  - (b) If the business of the contractor is wound up or dissolved or any receiver is appointed or attachment is levied in respect of any of his properties and assets.
15. The contract can be terminated with **One Month notice** in writing by BHEL without assigning any reason whatsoever.
16. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained, except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
17. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
18. The contractor shall take necessary license in respect of his trade/ business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulations & Abolition) act for engagement of labour.
19. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel or persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees Provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye- laws or rules framed there under or any of them.
- 20. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company.**
21. The contractor shall intimate to the AGM (HR) in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
22. The contractor shall be responsible to make payment to the workers on working days at the work site on the date notified in advance. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
23. No wage period shall exceed **one month**.
24. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.

**Ref: OPS/OS/SC/2017-18/33/045**

**Date: 08.08.2017**

**RULES AND REGULATIONS FOR OPERATION**

**:: 3 ::**

25. The contractor shall be responsible to follow the various laws applicable to his workers such as Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident Fund Act, Employees State Insurance Act, etc. and the rules made there under from time to time.

26. **ARBITRATION:**

Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by the ED, BHEL- HPVP, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the contract has been received by the ED as aforesaid. It is a term of this contract that no person other than a person appointed by such Executive Director as aforesaid should act as arbitrator at all. The venue of arbitration shall be such place as may be decided by the ED, BHEL- HPVP, Visakhapatnam.

27. **The Contractor shall be liable to pay applicable minimum wages to its contract labour as notified by the appropriate authority from time to time including all statutory payments/ contributions such as VDA, Provident Fund, ESI, EDLI, Bonus, Leave Salary, Terminal benefits, yearly holidays etc.**

**SIGNATURE OF THE TENDERER WITH SEAL**

**Ref: OPS/OS/SC/2017-18/33/045****Date: 08.08.2017**

**Sub:** Service Contract to carry out production support activities like Grinding, Chips removal, De-burring, Tube holes cleaning, De-greasing, Slag removal, Polishing of drilled holes, Handling of materials and Assistance to Operators etc. in Production Shops of BHEL-HPVP, Visakhapatnam for a period of one year.

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT  
w.e.f. 01.04.2017**

All values are in ₹

<b>SL. No</b>	<b>DESCRIPTION</b>	<b>Unskilled</b>
1	Minimum Wage	<b>448.00</b>
2	PF @ 13.61%	60.97
3	ESI @ 4.75%	21.28
4	Bonus @ 8.33%	37.31
5	Leave Wages (18 days / Year)	25.84
6	Terminal Benefit for (15 days / year)	21.53
7	Holidays for 10 days per year	14.35
	<b>TOTAL</b>	<b>629.28</b>

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid “ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

**::2::**

12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

**SIGNATURE OF THE TENDERER WITH SEAL**



**Ref: OPS/OS/SC/2017-18/33/045**

**Date: 08.08.2017**

**Sub:** Service Contract to carry out production support activities like Grinding, Chips removal, De-burring, Tube holes cleaning, De-greasing, Slag removal, Polishing of drilled holes, Handling of materials and Assistance to Operators etc. in Production Shops of BHEL-HPVP, Visakhapatnam for a period of one year.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

**SIGNATURE OF THE TENDERER WITH SEAL**

Ref: OPS/OS/SC/2017-18/33/045

Date: 08.08.2017

**CONTRACTOR INFORMATION**

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

**CHECK LIST**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Document Enclosed (Yes / No)</b>	<b>Document No</b>
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ ₹ 1,39,900/-		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	GSTIN Registration Certificate		
07.	PAN Number		
08.	Avg. Annual Turnover Certificate for the last 3 years duly certified by a Practicing Chartered Accountant		
09.	Income Tax Returns for last 3 years (FY 2013-14, 2014-15 & 2015-16 / 2016-17)		
10.	Profit & Loss account and Balance Sheet for the last 3 years duly certified by a Practicing Chartered Accountant		
11.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
12.	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b> valid NSIC certificate <b>or</b> EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>Annexure-A</b> where deemed validity of EM II certificate of five years has expired)		

**Certificate by Chartered Accountant on letter head**

This is to certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at .....  
..... is registered under MSMED Act 2006,  
(Entrepreneur Memorandum No (part-II) .....dated  
....., Category: ..... (Micro/small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per  
the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:

₹ .....Lakh

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

₹ .....Lakh

**(Strike off whichever is not applicable)**

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) Which is within the period of 3 year from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:  
Date:

Bank Manager / Officer  
Signature with Bank stamp  
and name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal  
Operating the contract / Services

**PROCEDURE FOR GST PAYMENT**

**1. Availing Input Tax Credit (ITC) by BHEL:**

1.1 GST portion of invoice shall be released only upon :-

1.1.1 Contractor declaring such invoice in his GSTR-1.

1.1.2 Receipt of goods and tax invoice by BHEL.

1.1.3 Confirmation of payment of GST thereon by contractor on GSTN portal.

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

1.3 Further, incase contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from contractor along with interest levied/ leviable on BHEL.

1.4 As per GST law, last date/ chance for availing ITC for any invoice/ debit note (including supplementary invoice) is the earliest of the following dates:

1.4.1 Date of filing of return for the month of September following the end of Financial Year to which such invoice or invoice relating to such debit not pertains (Due date- 20<sup>th</sup> Oct)

1.4.2 Date of filing of Annual Return (Due date- 31<sup>st</sup> Dec)

**2. Reverse Charge(RCM)**

2.1 A provision has been in GST law for payment of GST on reverse charge in respect of supply of goods as well as services.

2.2 In respect of goods, RCM liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date immediately following 30 days from the date of issue of invoice by the supplier.

2.3 In respect 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.

2.4 Such reverse charge shall be applicable in respect of category of goods/ services.

2.5 Keeping in view the requirements of relevant provisions in GST, where in 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 base on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

# **PART – II**

**(PRICE BID)**

**PRICE BID**

Ref: OPS/OS/SC/2017-18/33/045

Date: 08.08.2017

**Sub:** Service Contract to carry out production support activities like Grinding, Chips removal, De-burring, Tube holes cleaning, De-greasing, Slag removal, Polishing of drilled holes, Handling of materials and Assistance to Operators etc. in Production Shops of BHEL-HPVP, Visakhapatnam for a period of one year.

**SCHEDULE OF QUANTITIES & RATES**

SL No	DESCRIPTION OF WORK	UNIT	Qty.	Unit Rate In ₹	Total Amount in ₹
1	Service contract to carry out production support activities in BHEL - HPVP Production Shops for a period of one year as per detailed scope of work.	MT	5,100		

**Total Amount in Words:****Note:**

- 1) **Calculation will be done @ 0.500 MT per Man-day.**
- 2) The quantity indicated above is approximate and may vary on both sides subjected to the requirement of BHEL - HPVP shops. However, payment shall be made for the actual quantities only.
- 3) Contractor shall pay the minimum wages to the contract labour as notified by Central Government from time to time. Contractor has to pay as per recent G.O. in force from time to time and no extra claim can be entertained on this score.  
In addition to the above the contractor has to comply with the entire statutory requirement such as PF, ESI, Bonus, Leave wages, Retrenchment compensation etc.
- 4) **The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.**
- 5) Daily workers to be deployed will be decided by Head of the production department based on work load.
- 6) **L1 shall be evaluated based on quoted total amount.** However, BHEL reserves the right to negotiate with L1 vendor.
- 7) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except GST.** However, GST as applicable shall be paid by contractor and same shall be reimbursed on submission of proof of payment along with the bill as per annexure - GST.

**SIGNATURE OF THE TENDERER WITH SEAL**