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NOTICE INVITING E-TENDER (NIT)
BIDDER TO SUBMIT OFFERS ON PORTAL
<https://bheleps.buyjunction.in>

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To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
iv	Issue of Tender Documents	From BHEL website (www.bhel.com) and <u>https://bheleps.buyjunction.in</u> Tender documents will be available at website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date :27/06/2017, Time :1500HRS Place : on <u>https://bheleps.buyjunction.in</u>	Applicable
vi	OPENING OF TENDER	At due date / time Date : 27/06 /2017, Time : 1530HRS Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. However it being an e-tender it shall be opened online	Applicable

vii	EMD AMOUNT	40849	Applicable
viii	COST OF TENDER	NIL	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Two days before bid submission due date. Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) & portal https://bheleps.buyjunction.in and not in the newspapers . Bidders to keep themselves updated with all such information	
xiii	Tender submission	on portal https://bheleps.buyjunction.in	

2 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL CFP Rudrapur, Sundays.

As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL CFP Rudrapur should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL CFP Rudrapur before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.

4 Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

For Electronic Fund Transfer the details are as below:-

4.10 **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

b) Bank Particulars

- | | | |
|--------|--|---|
| i). | Bank Name :- | STATE BANK OF INDIA |
| ii). | Bank Telephone No.(with STD code):- | '05944 - 247678 / 247646/ 243843 |
| iii). | Branch Address:- | INDIRA CHORAHA ,,RUDRAPUR,U.S Nagar
PIN-263153 |
| iv). | Bank Fax No. (with STD code) :- | ' 05944 - 243454 |
| v). | 9 Digit MICR Code of the Bank Branch :- | 263002001 |
| vi). | Bank Account Number :- | 10672521208 |
| vii). | Bank Account Type :- | CASH CREDIT |
| viii). | 11 Digit IFSC Code of Beneficiary Branch:- | SBIN000708 |

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL CFP Rudrapur before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

- 5 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

M/s M Junction services Limited, Kolkata

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP
Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

The contact details of the service provider are given below:

1. First level:

- o MJ Helpdesk : 033-66011717, eps.customercare@mjunction.in

2. Second Level:

- o Bhaskar Chakraborty: 8584008205, bhaskar.chakraborty@mjunction.in, eps.customercare@mjunction.in
- o Santosh Kumar: 9717149600, santosh.kumar@mjunction.in

3. Third Level:

- o Rimi Ghosh: 9650044156, rimi.ghosh@mjunction.in
1. Customer care Help Desk of M/s MJUNCTION SERVICES LIMITED, Kolkata:
Tel ~ 033 - 66011717 (From 9.30 am to 5.30 pm),
Mob - 91633 48283 - 86/ 85840 08116 (From 5.30 pm to 8.30 pm)
HELPPDESK email: eps.customercare@mjunction.in,
The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.
 2. The contact details of the DSC Certifying Authority as given below

1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on www.bheleps.buyjunction.in

6 SECURITY DEPOSIT

- Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of 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.
- The security Deposit should be furnished before start of the work by the contractor.

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

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India Website: www.bhel.com
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forms.

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) 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).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) 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).
- vi) Security deposit can also be recovered at the rate of 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. However in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

(Note: In case of small value contracts not exceeding INR 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- The Security Deposit shall not carry any interest.
- In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
 - i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
 - iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.**
 - iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
 - v) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.

- The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

6.1 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

7 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9 **Payment Terms:**

The payment shall be released on progressively after submission of CENVATABLE invoice/bill (in Three Copies) and based on WAM and measurement of work on MB book within 30 days from the date of Submission of proper bill through e-payment mode for which the contractor need to provide following detail/documents:

1. Original Invoice with two copies.
2. Copy of work order.
3. Copy of work allocation annexure.
4. Copy of work completion certificate or Route card.
5. Copy payment receipt of PF & ESI of Contractor Employee of work execution period.
6. Copy Gate Attendance register.
7. Copy of wage register(form-17).

(Note: Without above documents bill cannot be processed for payment)

SL NO	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Total verified weight of welded Assy. of SPBD enclosure and conductor as per the work- register on monthly Progressively basis A copy of the register & Route Card passed by BHEL, Qly. Department to be enclosed with the invoice.	Payment will be released on monthly basis on actual verified work.

10 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11 For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally

entertained by BHEL and no time extension will be given.

- 12 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.**
- 15a. **Integrity Pact (IP)**
- i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is given at point 1 (xi) above.
- ii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.
- 16 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.-
- 18 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise
- 19 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in

this regard will be final and binding on bidder.

- 20 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23 **Consortium Bidding** (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand-alone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.** Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.

23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.

23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also

24 The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25 The bidder may have to produce original document for verification if so decided by BHEL.

26 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

27.0 BHEL reserves the right to go for **Reverse Auction (RA)** instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders 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""

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

28.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".

29.1 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- MSEs shall be exempted from payment of tender fee.
- MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

30.0 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.

31.1 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid (online)
- d. Special Conditions of Contract (SCC)
- e. General Conditions of Contract (GCC)
- f. Forms and Procedures

for BHARAT HEAVY ELECTRICALS LTD

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Chartered Accountant certificate for MSMED
- (iii) Annexure-3: General Terms and Conditions of Reverse Auction (RA)
- (iv) Annexure 4: BHEL's scope of work
- (v) Annexure 5: Contractor's scope of work
- (vi) Annexure 6: SPBD Fabrications Procedure
- (vii) Annexure 7: Other terms and conditions
- (viii) Annexure 8: BOQ & schedule of work
- (ix) Annexure 9: contractual Obligations
- (x) Other Tender documents as per this NIT.

PRE QUALIFYING REQUIREMENTS

JOB	SPBD Busduct Fabrication inside BHEL
TENDER NO	

SL NO	NAME AND DESCRIPTION OF PRE QUALIFICATION CRITERIA	
A	Acceptance of BHEL's terms and conditions of the NIT	applicable
B	Submission of EMD as specified on the page no 1 of the NIT	Applicable
C C-1	Technical Bidder who wish to participate should have: Experience of having successfully 'Executed' Similar Works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:	applicable
C-1.1	Three (03) similar works each costing not less than the basic amount equal to Rs. 8.17 Lakhs.	
C-1.2	OR Two (02) similar works each costing not less than the basic amount equal to Rs. 10.21 Lakhs.	
C-1.3	OR One (01) similar work costing not less than basic amount equal to Rs. 16.34 Lakhs.	
D	a) Bidder should have Engr./Supervisor with qualification of Engg. graduate / Diploma OR ITI with 10 years' experience. Name of person with details and Qualification certificates to be furnished along with the offer and same person to be deployed after the receipt of LOI/WO. b) Bidder to submit 2 no's aluminum welder qualification certificate issued from any authorized agency(NTPC/Lloyd/BHEL) as per Contractors Scope Of Supply at sl. No. 1.4 and 1.5. Certificate should be issued before due date of the tender. validity of certificate should be as per cl. QW-322.1 of American welding standard OR Bidder to get their at least 2 welders, qualified by BHEL before submission of offer. Welder qualification shall be done as per required norms mentioned in Contractors Scope Of Supply at Sl. No. 1.4 and 1.5.	applicable
E-1	Financial TURNOVER: Bidders must have achieved an average annual financial turnover (Audited) of Rs. 6.13Lakhs or more over last three Financial Years (FY) i.e. (2016-17, 2015-16, 2014-2015). Bidder shall submit audited accounts (balance sheets and profit & loss account) in support of this. In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three	applicable

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as 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:

RsLacs

- 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:

RsLacs

(Strike off which is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs for Micro / Small **(Strike off which is not applicable)**

Category under MSMED Act 2006.

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 years 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

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- A. 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 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. 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 the '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 the extant guidelines for suspension of the business dealings with the suppliers/contractors (as available on 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 L-1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on the 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 the L-1 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).
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. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
 5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
 6. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
 7. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to BHEL".
 8. Reverse auction will be conducted on schedule date & time.
 9. At the end of reverse auction event, the lowest bidder value will be known on the network.
 10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action 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.
 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.
 15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Annexure -4

I)	BHEL SCOPE OF WORK:
1.1	Bending Machine & shearing machine for bending & shearing process.
1.2	Al sheet and other raw material as per drawings.
1.3	Relevant drawings will be provided by BHEL with work assignment.
1.4	Space for working (Approx. 36 mtrs x 18 mtrs)
1.5	Fork Lift Hydra with driver only as & when necessarily required for handling/shifting of ducts and raw material to bring it to work area of contractor and take the finished jobs out of the work area.
1.6	Raw Material will be issued vide SIV(Store Issue Voucher) from PDN Deptt. to Contractor as per the targeted requirement.
1.7	Free Electricity- Electrical Points as available in work area.
1.8	Filler Wire & Spool- Required quantity with the assigned work.
1.9	Argon Gas, Paint as per shed, etch primer & Black matt paint- Required quantity with the assigned work.
1.10	Radiography Test/DP Test to be performed on the offered welded joints. DP test kit will provide by BHEL.
1.11	Target completion will be mutually agreed with every assignment given by BHEL. In case any requirement to compress the schedule of activities to achieve project completion, BHEL decision in this regard will be final and the issue will not be open to arbitration.
1.12	Work assignment will be given to contractor in the form of Annexure to this work order.
1.13	All consumables of hand grinder, jig saw, circular saw, drilling machine like drill bits, jig saw / circular saw blades, sanding sheets, grinding wheels, Copper Tip, hand gloves etc. - Required quantity with the assigned work will be provide by BHEL.

Annexure -5

II)	CONTRACTOR SCOPE OF WORK:
1.1	<p>Following machine and hand tools are mandatory and to be arranged by sub contractor:-</p> <p>Machines:-</p> <ol style="list-style-type: none"> 1. MIG Welding machine (300 Amps rating and above)-1 no's.(Minimum) 2. TIG Machines (300 Amps rating and above)- 2 no. (Minimum) <p>Hand tools:-</p> <ol style="list-style-type: none"> 1. Jig saw machine-2 no's.(Minimum) 2. Circular saw machine-2 no's.(Minimum) 3. Hand Grinder-2 no's. small size(Minimum) 4. Hand Grinder-1 big size 5. Hand Drill Machine-2 no's .(Minimum) 6. Drill Bits of different size as per requirement. 7. All other measuring and marking tools. <p>Safety Equipment:-</p> <ol style="list-style-type: none"> 1. Welding Helmet – 5 nos. 2. Dangry - All workers 3. Safety Helmet - All workers 4. Safety Shoe- All workers <p>Cost of maintenance for their machines and hand tools will be borne by subcontractor.</p> <p>No hand tools and safety equipment shall be provided by BHEL.</p>
1.2	Depute Sufficient trained & experienced highly skilled & skilled manpower which includes Engineers, Supervisors, Safety Supervisor, Fitters, and Aluminum Welders to complete the assigned work.
1.3	Depute Sufficient semi-skilled & unskilled manpower which includes helpers, painters, and cleaners to support the highly skilled & skilled manpower to complete the assigned work.
1.4	<p>Aluminum welders should be NTPC/Lloyd/BHEL qualified as per following documents:</p> <p>Procedure Qualification Record: PQR:AL:GTAW:00 & PQR:AL:GMAW:00</p> <p>Welding Procedure Specification: WPS:AL:GTAW:00 & WPS:AL:GMAW:00</p>
1.5	Aluminum Welding is to be as per Approved WPS (Welding Procedure Specifications).
1.6	All the contractor's employees will be issued photo gate pass. Cost of preparation of gate pass will be borne by contractor.
1.7	Attendance register will be available at Main gate of Plant and daily attendance will be registered there.
1.8	All the PPE's for employees at work is provided by the contractor. PPE's like safety shoe, helmet, welder's glass; welders shield etc is required to be used during execution of work inside BHEL, CFP, and Plant.
1.9	All the statutory obligations like PF Challan (if applicable), ESI Challan (if applicable), Wages Record, Labour licensee copy (if required), WC Policy-One Time, Service Tax Challans, Certificate regarding compliance to Labor Act for maintaining records required as per the law, Certificate for compliance to safety norms and other statutory papers, if required is in the scope of contractor and BHEL's will not be held responsible for any non-compliance issues. Failure to do so will result in hold of payment of contractor.
1.10	Safety at work will be ensured by Contractor and BHEL will assist, if required.

Annexure -6

FABRICATION PROCEDURE OF SPBD	
1.0	FABRICATION OF SPBD ENCLOSURE:
1.1	Bending sheet of required size as per drawing.
1.2	Cutting/Shearing of sheet as per requirement of fabrication.
1.3	Making of full length enclosure by joining required no. of bend sheet
1.4	Cutting by Jig Saw / Circular Saw
1.5	Fabrication of end flange/window flange/windows covers as specified in drawing.
1.6	Match marking / fit-up and tack welding
1.7	Fillet welding + butt welding on bend(s) / profile(s) / tap-off(s)
1.8	Offer for in process inspection (DP & Dimension) by BHEL/Qly
1.9	Dressing & roughing
1.10	Offering for final inspection and clearance from BHEL/QLY through Route Card for each job separately. Route Card to be filled by shop supervisor of contractor.
2.0	FABRICATION OF SPBD CONDUCTOR:
2.1	Making full length of Conductor by joining channels specified in drawing.
2.2	Marking for slot(s), cut-out(s), spacer(s).
2.3	Marking for profile(s) for different degree(s) as per drawing
2.4	Cutting by Jig Saw / Circular Saw
2.5	Offer for in process inspection (DP & Dimension) by BHEL/Qly
2.6	Dressing & roughing
2.7	Offering for final inspection and clearance from BHEL/QLY through Route Card for each job separately. Route Card to be filled by shop supervisor of contractor.

Annexure -7

(A) Other TERMS & CONDITIONS:

1. BHEL reserves the following rights:
 - a. BHEL intends to employ 2 Subcontractors for the tendered work.
 - b. Loading criteria shall be decided by BHEL as per BHEL's policy and the same shall be final & binding on BIDDER(s).

No. of contractor	Distribution of tender quantity (%)	
	02 Qualified Bidders	01 Qualified Bidders
L-1	60	100
L-2	40	0
Total %	100	100

2. Material issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production / Central Stores.
3. Contractor has to prepare cutting plan and cut the material before rolling and bending of sheet to avoid the wastage of fresh material. All enclosure/conductor sheet and plate to be first cut as per cutting plan before rolling. Cutting of rolled sheet/plate are not allowed for making window opening/ tap-off cut outs and saddle plate fixing pad. If he found responsible for any wastage of fresh material at any stage of fabrication, the cost fresh material along with company overhead shall be recovered from his due payment.
4. Contractor has to return / hand over scrap material to BHEL official via scrap note quantity and type of scrap clearly mention in the scrap note. All type of scrap shall be verified by weight at the time of return to BHEL official. Collection and separation of scrap to be the contractor on daily basis after the shift is over.
5. Contractor's Engineer / supervisor have to maintain data of issued raw material, finished good and scrap material on day to day basis.
6. Contractor has to hand over finished job to BHEL representative / painting department in proper format along with all fittings like, window cover, assembly of Heater / CT terminal box, conductor etc.
7. Shop supervisor from contractor side will co-ordinate with shift in-charge, BHEL, Production Shop for all his requirements i.e. targets of month, issue of raw material, required consumables, maintenance of machine, material handling & work verification on daily basis.
8. Contractor has to submit the material accountal every month w. r. t. SIV issued by production, after the completion of fabrication.
9. The consumables will be issued (as per BHEL scope of work clause no. 1.11) only in proportion to the total tonnage of fabrication work. If the quantity increases, cost of excess qty. shall be recovered from contractors due payment.
10. Contractor has to execute the work order in 2 shifts on compulsory basis as per production requirement. He has to put off all the power switches of machines , fans, lights and other shop appliances before leaving the work place after duty is over or going for lunch. If BHEL finds any laps, suitable penalty shall be imposed to the contractor.
11. Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons upon payment. BHEL is not bound for providing subsidized meal to contractor employee.
12. Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
13. A work-register has to be maintained containing following information regarding IP ducts:
 - a) Date of receipt of IPBD Al. Raw Material for enclosure/conductor from BHEL along with requisite Drawings.
 - b) Date of inspection offered to BHEL.
 - c) Date of handing over of finished IPBD Enclosures/ Conductors to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
14. Quality of weld joint should be such as to qualify the radiography test (depends upon the project requirement).
15. The assignment as received from BHEL has to be completed as per schedule of work and if needed has to be realigned with the revised targets of BHEL by working in co-ordination with BHEL in two shifts/three shifts.
16. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal

Record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property BHEL/contractor's own persons/any other party caused due to acts & omissions of sub contractor or its employee during course of execution of work.

17. Compliance and payment of PF of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
18. The sub contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
19. Cleaning of work area after completion of work is responsibility of subcontractor.
20. Warranty: Not applicable.
21. Any loss/damage/intentional damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.

(B) RIGHT OF BHEL:

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

- i) To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
- ii) To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of:-
 - i) Contractor's continued poor progress
 - ii) Withdrawal from or abandonment of the work before completion of the work
 - iii) Contractor's inability to progress the work for completion as stipulated in the contract
 - iv) Poor quality of work
 - v) Corrupt act of Contractor
 - vi) Insolvency of the Contractor
 - vii) Persistent disregard to the instructions of BHEL
 - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
 - ix) Non fulfillment of any contractual obligations
- iii) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.
- iv) To meet the expenses including BHEL overheads on the differential cost at 10%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- v) To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- vi) To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 10% on all such payments along with interest as defined elsewhere in the GCC.
- vii) While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
- viii) In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period

between the period of demobilization and re mobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

- ix) In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:

The balance works cannot be done within a reasonable period of time as they are dependent on reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone / stage payments) as mutually agreed, shall however be reduced from the final contract value.

Annexure -8

A. Bill of Quantity as per following

Sl.no.	DESCRIPTION		QTY	Unit
	As per scope of work Fabrication work of SPBD for enclosure & conductor inside BHEL, CFP, Rudrapur Plant on rate of Rs./Kg under following Category			
1	SPBD	Straight Enclosure and conductor (base)	100000	kg
2		Per Bend Enclosure & Conductor Joint	Rs. 550 Additional fixed charges 15% of total work order Value	One no. Bend of Enclosure & conductor

B. SCHEDULE OF START AND COMPETION OF WORK:

SN	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Fabrication of SP Bus Ducts	Allotted quantity (Max 100000 MT) to contractor's of SPBD in 03 months progressively.
3	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PDN department.

C. Liquidated Damages (LD):

- i) If the contractor fails to delivery of ducts as per following delivery schedule in that case BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the work value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

Quantum of Work/ Annexure	Delivery/fabrication Schedule (No. of Days)
0-5 MT	Within 15 Days
05-10 MT	Within 30 Days

Annexure -9**CONTRACTOR'S OBLIGATIONS****(A) CONTRACTUAL**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees. He has to declare basic pay of salary per day of their employee. Which should not be less than latest minimum applicable wages fixed by the government. Failing to produce the details will lead to hold their payment against their due bills.
- f) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission by BHEL.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

(B) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

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Website: www.bhel.com

- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of 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 to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.