TENDER SPECIFICATION

NIT No. : PRM/WC/19/05

DATE : 15-07-2019

FOR

Loading, Notching Venting, Trimming and Unloading of punching on press machine

IN

PRESS SHOP DIV.

BHEL, BHOPAL

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PRESS SHOP DIVISION

BHARAT HEAVY ELECTRICALS LIMITED,

BHOPAL

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

(PRESS SHOP DIV)

Notice Inviting Tender (NIT) for Works Contract 2019-20

1	Tender Enquiry No / Date	PRM/WC/19/05 15-07-2019
2	Nature of Work	Loading, Notching Venting, Trimming and Unloading of punching on presses machine
3	Quantity of Work	As given in scope of work
4	Qualifying criteria	As given on page no .17 section III
5	Earnest Money Deposited (EMD) (Rs.) (the earnest money to be deposited only in electronics mode in favor of B.H.E. L. Bhopal)	Rs. 34520/- Or One time EMD Rs 5 Lacs
6	**Tender Opening Date**	**05-08-2019**
7	Last date for submission / Deposit of tender	**Tender Documents shall be Submitted before 11.00 AM on Dtd. 05-08-2019** in the green box kept in the tender room, ADM Building, Ground Floor, Tenders will be opened on the same day at 2.00 PM sharp in the tender room, ADM Building, Ground Floor.
8	Tender Cost of Rs. 500/- (GST shall be extra) (to be deposited only in electronics mode in favor of B.H.E. L. Bhopal)	MR No. : Or E- Receipt no. Date :

* In case of any query / doubts regarding tender enquiry contact the undersigned official.

(Daleep kr pal)
Dy.Mgr./PRM

CONTRACTOR :

M/s _____

_____

Tender no PRM/WC/19/05

SCOPE OF WORK

A) Description of work:

The work includes Loading of punching on Presses, Notching, slitting, venting, trimming operation required as per drawing and finally Unloading and stacking and building of punching on pallets as per required height.

B) Quantum of Work:-

The quantity of such work in the whole year is as mentioned in the table below along with type of the work:

SL. NO.	*Type of work*	Unit of Work	Qty. in Unit	Estimated Man-hour
1	LEM segmental stator/rotor on CNC-N16N Segmental Notching press	100 pngs.	1723	6460
2	IMM str. & TXM AC m/c rotor notching on 12.5 T NC notching presses	100 pngs.	2354	7700
3	LEM exciter str. & LEM rotor notching on 12.5 T NC notching presses	100 pngs.	450	1500
4	Stator notching of TXM-AC m/c, Oil Rig & LEM circular m/c on 12.5 T NC notching presses	100 pngs.	857	4000
5	Notching of LEM multislot rotor on 12.5 T NC notching presses	100 pngs.	100	1200
6	Notching of IMM vent hole, TXM armature & O/D trimming of IMM/LEM rotor on 6 T notching presses	100 pngs.	1439	1200
7	Notching of TAM armature on 6T press m/c	100 pngs.	136	150
8	Key Way Notching of IMM stator & Oil Rig stator on 6 T notching presses	100 pngs.	2148	1700
9	Trimming of LEM stator/Rotor segment on 40T radial notching presses	100 pngs.	186	300
10	Trimming, clipping, slitting of Hydro stator punching on 40T radial notching presses	100 pngs.	111	200

Note; to execute the contract properly, approximately 11 semi-skilled workers having Minimum three years' experience of similar work for everyday for 303 days a Year will be required.

NIT No. PRM/WC/19/05 DATE : 15-07-2019

Sub: - Loading, Notching Venting, Trimming and Unloading of punching

In PRM div.

1.0 The bid is invited in two parts viz. Part-I: Techno-commercial Bid; Part-II: Price Bid.

1.1 Part-I (Techno-commercial) Bid : Techno-commercial bid should contain documents in the same order as listed below:

1.1.1 Covering letter as per Annexure "A"
1.1.2 Check List as per Annexure "B"
1.1.3 Tender Fee in the prescribed form
1.1.4 EMD in the prescribed form
1.1.5 Copy of balance sheet and Profit & Loss A/c of past three years ending 31st March 2018.
1.1.6 This bid document, each page signed and stamped with all tables/Declaration forms/information sheets (Annexure "A" to Annexure "I") duly filled in legible writing
1.1.7 An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.

Note:

(i) The bidder should not give their price offer in Techno-commercial Bid. The techno-commercial bid containing price offer shall be rejected.

1.2 Part-II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered. Total amount will be considered up to two places of decimal.

1.3 Part-I and Part-II Bids should be put in separately sealed envelopes and each envelopes must be marked clearly as Techno-commercial Bid or Price Bid as the case be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information :

1. NIT No. & Title of Work
2. Bid Opening date & time
3. Address/Venue of Bid Submission
4. Bidder's Name & Address

1.4 Alternatively the outer envelope may contain the techno-commercial offer along with the Price bid in a separate envelope.

2.0 The complete offer with tender specification including all documents submitted in response to this tender shall be duly signed and sent in a sealed cover super-scribing the name of work as given in the tender notice.

3.0 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box for works contract duly addressed to following:

Tender Room,
Ground Floor, Administrative Building
BHEL, Piplani, Bhopal- 462022.

4.0 Tenders can be submitted personally or by courier/post. Tenders submitted by post should be sent preferably as "REGISTERED POST ACKNOWLEDGEMENT DUE / SPEED POST". Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission are liable to be rejected. Telegraphic offers and offers received by telex / fax will not be considered.

5.0 Tenders shall be opened by authorized officer of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those tenderer or their authorized representative who may like to be present.

6.0 The tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. The offers should be strictly in accordance with the tender specifications & General Instructions to the tenderer. Should the tenderer require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable

7.0 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.0 Before tendering, the tenderer is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.

9.0 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each page of the Tender Specifications must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token of complete acceptance thereof. The information furnished shall be complete in itself.

10.0 The tenderer shall quote the total amount in figures (international numerals to be used) as well as in words (English language to be used). The quoted total amount will be considered up to two places of decimals.

11.0 All entries in the tender shall either be typed or be written in ink. Erasures and overwriting are not permitted and may render such tenders liable to rejection. The tenderer shall duly attest all cancellations and insertions.

12.0 Only tenderer who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from tenderer who does not have a proven and established experience in the field is not likely to be considered

13.0 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and mounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

14.0 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.

15.0 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractor who resorts to canvassing are liable to be rejected.

16.0 Should a tenderer or, in the case of a firm or Company, its Partner(s) / major Shareholder(s) / Director(s) have relation(s) employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer. Otherwise, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

17.0 BHEL reserves the right to accept or reject any of the bid/ all bids with or without deviation or cancel/ withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.

18.0 All the workers should be provided with uniform & identity cards by the contractors.

19.0 The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition. The helmet shall be integral part of uniform as safety items shoes etc.

20.0 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and contract labors.

21.0 The responsibility of fulfilling liabilities under various labor laws such as workmen's compensation Act, industrial disputes Act, minimum wages Act, Payment of bonus act, factories act. & contract labor act etc, of the contractor

22.0 The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.

23.0 Contractor shall ensure payment of statutory prescribed minimum wages as recommended by BHEL. Contractor shall make the payment of wages to the worker through bank A/c only. Contractor shall submit the undertaking along with the bank statement to the department. Contract issuing authority shall sign the wage register which shall have a mention of the fact that the payment has been made through bank A/c.

24.0 The contractor shall be responsible for damages to BHEL property and for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.

25.0 The contractor should produce the records i.e. labor license, proof of payment of wages, P.F., ESIC etc. as and when demanded by the BHEL Authorities.

26.0 The contractor shall indemnity against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc. made by the contractor or his workers during the contract period.

27.0 The BHEL reserves the right to terminate the contract without advance termination notice of 2 months for noncompliance/violation/contravention of any of the provisions of labor laws, non-implementation of court orders or orders from labor law authorities received from time to time.

28.0 In the event of failure to carry out the work assigned under the up-keeping contract to the satisfaction of BHEL the company reserves the right to get the work done through the alternate sources at the cost and risk of the contractor.

29.0 Reporting about the status of the job on a day-to-day basis shall have to be ensured by Contractor personnel to BHEL officers. Log book to be maintained by contractor's supervisor which shall be verified by shop in charge on daily basis.

30.0 The contractor wants to withdraw the contract before expiring date due to any reasons. At that time the contractor should give written request at least three months in advance to the BHEL. After withdrawing contract EMD & Security deposit amount will be not refunded to the contractor.

31.0 The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.

32.0 NO ORC shall be applicable.

NIT No. : PRM/WC/19/05, Date : 12-07-2019

Sub: - Loading, Notching Venting, Trimming and Unloading of punching in PRM div.

1.0 DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.

1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.

1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.

1.5 'LETTER OF INTENT 'shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.

1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2.0 Official secret act: The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

3.0 Mode of communications :
Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

4.0 Earnest Money :

4.1 Rs. 34520/- OR One time EMD of Rs. 500000/-
4.1.1 EMD can also be accepted in the form of FDR 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)
4.1.2 EMD amount in excess of Rs 2 lakh (instead of Rs 20 lakh in vogue Works Policy) may also be accepted in the form of BG.
4.2 EMD is to be paid by tenderers for securing fulfillment of any obligations in terms of NIT. EMD is to be furnished through e-Mode (ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc.) only. The following link to be followed for **SB Collect platform: http://www.bhelbpl.co.in/qcins/iccs.htm**.
Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.
4.3 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
4.4 In the case of unsuccessful bidder, the Earnest Money will be refunded after finalization of the tender.
4.5 BHEL reserves the right of forfeiture of Earnest Money Deposit, in case the successful bidder who:
4.5.1 After opening of tender revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
4.5.2 Fails to communicate unqualified acceptance of Letter of Intent within 15 days from the date of issue of letter of intent.
4.5.3 Fails to submit 50% of the total security deposit before start of work.
4.5.4 Fails to start the work as may be indicated in the Letter of Intent.

5.0 Offer submission in response to invitation :

An offer, each page duly signed by an authorized person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT.

Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present.

The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but **Excluding GST** any escalation/ additional / overtime/ waiting charges will be paid other than the quoted rate.

An offer will be treated as **invalid** offer if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or overwritten, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer.

Validity period of an offer shall be up to three months after the submission date.

6.0 Security Deposit :

Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit, before start of the work.

6.1 The amount of Security Deposit will be 5% of the contract value.

6.2 The **full or 50% Security Deposit** may be deposited through electronics mode/BG/FD/Security. (Pl. refer BHEL works policy, to know details of the other modes)

The balance 50% of Security Deposit shall be recovered from the running bills @10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.
(Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, 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).

6.3 Return of Security Deposit :
The Security deposit shall be refunded to the firm, **only after minimum 3 months**, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

7.0 Agreement signing :
The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.

8.0 Responsibilities of the firm :-

8.1 General Responsibilities:-

a) The firm shall follow all the statutory compliances as mentioned in the prevailing Industrial / Labor laws/ Govt. laws, as amended from time to time.
b) The firm shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
c) The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
d) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.
e) **Gate Pass** for entry into BHEL Factory would be required for all the persons deployed by the firm. The firm shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same.
f) Firm shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise :-

I. Measure of work (or attendance) for which worker is entitled for wages.
II. Wages paid,
III. PF and ESI deduction from each worker,
IV. PF and ESI contribution by firm,
V. Whether monthly wages slip received,
VI. Signature of worker.

One copy of wages record shall be furnished every month, for inspection purpose, of various labor authorities. Firm shall preserve all such wages records and other records, up to as specified by Labor laws and at least up to the security deposit clearance.

g) Firm shall furnish the following certificates duly applicable for the working year, whenever desired by BHEL.

I. Annual returns & inspection certificates of PF and ESI.
II. Monthly challans of PF and ESI.
III. MP Welfare fund receipt.
IV. Annual statement for availed/paid leaves,
V. Bonus paid (Form-C & D)

h) The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

8.2 Technical responsibilities :

a) Firm shall perform all activities of the enlisted work category, or activities as notified in the Tender, as per directives of BHEL shop engineer.

b) Only qualified workers with required experience in the relevant work category shall be deployed to execute the work.

c) The work shall be done under the full time and complete administrative & technical supervision by graduate engineer / experienced diploma holder / Group leaders appointed by the firm.

d) All materials required to perform above activities and other shop equipment's / fixtures / tools / crane facility will be provided at free of cost by BHEL.

e) Working time can be any time during 1st / 2nd /3rd shifts as required by BHEL including Sundays & Holidays. Normal working hours in the plant is 8 hours.

f) The firm shall complete the allotted work, meeting all norms & safety parameters of Quality Control-HSE, BHEL and up to the satisfaction of shop executive.

9.0 Payment terms :

9.1 Payment shall be made, on the Numbers .of Measurement units, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) on **Monthly basis,** duly verified by concerned engineer through Measurement book.

9.2 Payment shall be released normally, within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.

9.3 GST, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence.

9.4 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

9.5 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions. Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

10.0 Penalty :

As given in annexure –G

11.0 Force majeure :

The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no contractor has any control.

In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

12.0 Arbitration :

12.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and co inclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

12.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

12.3 The arbitration proceedings shall be held at Bhopal.

13.0 Rights of BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation :-

13.1 Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
c) Insolvency of the contractor.
d) Assignment, transfer, subletting of the contract work without BHEL's written permission**.**
e) Non-fulfillment of any contractual obligations or obligations under the law.

14.0 'Law governing the contract and court of jurisdiction': The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

SPECIFIC CONDITIONS:- The following shall be specifically considered in execution of contract:-

1. **Attendance record of contract workers** - "The contractor should maintain an Attendance Register against each work order in respect of the contract laborers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated".

   It shall be specifically provided that BHEL reserves the right to reject any labor technically unsuitable.

2. **Wage record of contract workers** - "The contractor should maintain a Wage Register against each work order in respect of the contract laborers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers."

3. **Compliance of PF/ ESI deductions** - "The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.)Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department."

4. **ESI card based Labor Entry** –"Only those workers shall be allowed entry into Factory premises who have valid ESI card."

5. **Uniform, shoes & helmet for contract workers**- "In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract."

6. **Supervision of Contractor labor**–"The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility.

7. **Contract labor accidents while at work**:-"In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor."
8. **Prohibition on influencing and interfering on behalf of contractor**- "The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."
9. submit the under taking duly signed by contractor as mention in annexure-H
10. **First and Final Bill to be cleared only after submission of Form VI A & VI B:** "Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any)."

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

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

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

c) Compensation in respect of each of the victims:

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

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

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

16.0 The clause no 15.0 of general term and condition is applicable for the contract **having 5 lacs or more value.**

17.0 In order to comply above clause 15.0, contractor may submit an undertaking (Annexure -I) that, in case they bag the contract, they will fulfil the necessary condition w.r.t. insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his workers before submission of his first running bill. However, if otherwise clause 15.0 as above shall be applicable.

INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY FOR JOB / WORK / LABOUR CONTRACTS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.

2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

3. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.

4. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

5. Contractor shall obtain Police Verification of all his workers.

6. Contractor shall submit following Certificate for each contract separately.

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

Signature of Contractor

PAYMENT OF WAGES

Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period No other mode of payment shall be acceptable.

In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

SAFETY AND DISCIPLINARY ACTION

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.
4. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
6. Contractor shall fully comply provisions of various applicable labor laws.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

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

COMPLIANCE OF STATUTORY PROVISIONS

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

Contract Labor (R&A) Act 1970 and rules 1971.

- Payment of Wages Act.
- Minimum Wages act 1948, M.P. Rules 1958
- Employees State Insurance Act 1948, Rules and regulations 1950
- Employees Provident Fund Act 1952 and Pension Scheme 1995
- Workmen's Compensation Act 1923
- M.P. Industrial Relations Act 1960.
- Factory Act 1948
- Maternity Benefit Act 1961
- Equal Emolument Act 1976
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Inter State Migrant Act.

STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

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

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

1. Employment card as per rule no 76 of contract labor (Regulation & Abolition) MP rules, 1973.
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipment, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms.

9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment's for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept representative.
14. Preferably Uniform to labors different from BHEL employees
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workman, should submit or copy of standing orders.
2. Shall comply with the provisions of Factories Act.

Conciliation Clause :

The parties agree that if any time (whether before, during or after the arbitral or judicial proceedings), any disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
A) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

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

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

ON COMPLETION OF WORK

Submit PF & inspection report

NIT No. : PRM/WC/19/05, Date : 15-07-2019

Sub: - Loading, Notching Venting, Trimming and Unloading of punching in PRM div.

(The Special terms and conditions given hereunder supersede the relevant terms & conditions given in 'Instruction to tenderers and General Terms and Conditions')

1.0 Introduction

1.1 This section of the tender defines the scope of the contractor's work. The requirement and conditions mentioned in this section are in addition to what are stated in Section - I (Instructions to Tenderers) and Section- II (General terms and condition).

1.2 In case of any variation in the specification in Section – III (Special Conditions) & Section– I (Instructions to bidders) and/or Section – II (General Terms and Condition), the specification given in the Section –III (Special Conditions) shall prevail.

1.3 Brief Description of Work Site: The work is to be performed in the factory premises of BHEL, Bhopal.

1.4 The bidders are advised to take into account all factors and any fluctuations in the market rates etc. having effect on prices. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

2.0 **QUALIFYING CRITERIA** - The bidders should fulfill following qualifying criteria : **(As per CVC Guide Lines)**

2.1 Average Annual financial turnover during the last 3 years, ending 31st March of the 2018 financial year, should be at least **5.17 Lacks**. (Balance sheet & profit and loss for the last three years to be submitted)

2.2 **Experience of having successfully completed of Notching Venting, Trimming , blanking of Lamination/punching on Presses machines or any one operation mentioned above done on mechanical presses machines or Lamination/punching manufacturing work on mechanical presses machines since 1st of July 2012 till 30th June, 2019 should be either of the following: -**

a. Three completed works each costing not less than the amount equal to **6.90 Lacs**.

or

b. Two completed works each costing not less than the amount equal to **8.63 Lacs**.

or

c. One completed work costing not less than the amount equal to **13.80 Lacs.**

For verification of authentication, work order and its completion certificate shall be Submitted by party in proof of experience. For non BHEL work order , submit the PF ESI challan , return and wage record of whole duration of the work order and TDS with work order copy

2.3 Submit the document as mentioned in check list **(annexure- B)**

Failure to meet any of the above criteria will make offer liable for rejection

TECHNICAL SPECIFICATION

Following would be in the scope of the contractor and will have to be ensured by him:

The work includes Loading of punching on Presses, Notching, slitting, venting, trimming operation required as per drawing and finally Unloading and stacking and building of Punching on pallets as per required height. In case of any clarification or explanation required related to the job, the same should be sought from the concerned shop Executive/Supervisor before starting the work.

In case of any clarification or explanation required in identification of the jobs, the same should be sought from the concerned shop Executive/Supervisor before starting the work.

Before starting the work the contractor should submit to the order issuing authority the list of workers he is going to engage showing his type of skill, PF no., ESI no., qualification, and months of experience in this work**.** This sequence of worker name to be maintained through-out the contract period for ease of monitoring all wage related issues.

The successful contractor or his representative shall have to maintain day to day contact with PRM officials, report on every working day at the beginning of the first shift, for undertaking and supervision of the work. He has to deploy sufficient workers in I, II or III shift, as per work requirement, even on Sundays / Holidays if required and failure may attract suitable penalty as deemed appropriate by HOD(PRM) The contractor shall be responsible for good conduct of his employees.

Contractor shall not engage any female labor for the execution of this work without the written Permission of Engineer-In-charge of work.

To run the work smoothly and to monitor the wage related issues, very frequent change of the worker will not be allowed. The worker can be changed only after obtaining written permission from the Works contract executive after showing proper reason. (This is necessary to maintain quality of work and to monitor wage related issues).
Contractor shall arrange to carry out the above-mentioned operations at Press Shop Division in three shifts ie, 24 hours x 7 days as required.

Actual quantum of work may vary within limits of $\pm$ 25% from the Estimated quantum of work.

The contractor will be solely responsible for timely execution and completion of work. Contractor has to depute his own supervisor for necessary supervision and monitoring. Supervisor should have good knowledge of Press Shop.

Technical requirement and guidance shall be provided by BHEL Supervisor / Executive however whole responsibility of completion of works contract lies with the contractor. If, any time, it is noticed that the party has stopped the work or not deploying adequate work force, BHEL may get the balance work done through any other contractor on risk and cost of the contractor.

The final acceptance / completion certificate shall be issued on the basis of all clearance given by shop in charge duly certified by concerned supervisor & counter signed by shop Executive.

4.0 **Safety & Occupational Health**

The contractor has to assume full responsibility of the safety of the vehicles/ equipment's, crew and to comply with the security/safety regulations of BHEL and others inside the BHEL factory. The contractor is required maintain first aid box at work place.

5.0 **Contract Period:**

5.1 Loading, Notching Venting, Trimming and Unloading of punching in PRM div. **Work shall be done in one year from the award of contract.**

5.2 Mobilization: within 15 days from the date of issue of LOI.

6.0 **Price Schedule and taxes:**

6.1 amount should be quoted strictly as per Price Schedule.

6.2 The amount quoted by Tenderer is inclusive of all duties, taxes, fees, octroi and other levies material, labor etc. except GST

6.3 GST will paid extra as applicable.

6.4 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor after its deduction.

6.5 Prices shall remain firm and no variation whatsoever shall be allowed. The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages, spare parts and other consumables after the submission of bid and during the period of contract before submission of bid.

6.6 Offer to be submitted without any deviation. Offer with deviation(s) are liable to be rejected. Any clarification required by bidder on tender conditions may be sought at least one week before the Last Date of Offer Submission.

7.0 **Terms of Payment**

7.1 The Payment will be made on a monthly basis as per the accepted rate based on the activities carried out as in the schedule of work duly making deductions, if any , for the various activities which are either not executed by the contractor or not executed satisfactorily on the percentage weightage basis as mentioned in column "percentage weightage" . In case of short deployment of man power & machines, the deductions shall be made on a daily basis.

7.2 All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as enclosed at Annexure "C".

7.3 Contractor shall maintain the Attendance Register for all the staff shift wise, if the short deployment of staff then the deduction shall be as per daily minimum wages.

7.5 Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and forwarded by concerned engineer to Finance Department for further checking , passing of bill and releasing payment to the party.

7.6 The total amount payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.

7.7 Each bill must be enclosed with work/ activity completion report duly signed by tenderer & his supervisor and BHEL representative.

7.8 Payment will be made to tenderer on the basis of work executed by him, which will have no relation with the payment schedule of tenderer's employees.

8.0 **Evaluation of Offer**

8.1 Technical cum commercial Bid shall be open first.

8.2 Price bid shall be opened only of Technical cum commercial qualified bidder.

8.3 The bidder shall submit complete price of the package.

8.4 Evaluation of the two Bid offer will be strictly based on information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL. Total price of the package (Price schedule) shall be compared for purpose of arriving at L-1.

8.5 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.

8.6 No condition or deviations should be asked for in price bid.

9.0 **Mechanism for execution of contracts**

9.1 Penalty clauses as per Annexure – G shall be followed with monitoring on monthly basis.

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10.1 **GST Clause : GST Processing rules against Bills Put up by Contractor**

The GST processing Rules given hereunder, supersede the relevant terms & conditions given in "General Terms & Conditions and Statutory Compliances" or any other Tender document, where ever applicable)

A) Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of BID. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.

B) HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GST IN shall be clearly mentioned by the Bidder.

C) GST portion of the invoice shall be released only upon :-

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

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

iii. Receipt of goods/services and Tax Invoice by BHEL and

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

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

vi. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Payment to Contractor for GTS portion will be released only after completion of above activity and on availment of ITC by BHEL.

ANNEXURE "A"

OFFER OF THE CONTRACTOR

To,

Dy.Mgr
PRM DIVISION
BLOCK-10, BHEL,
PIPLANI, BHOPAL - 462022

Dear Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No. (NIT No. PRM/WC/19/05) issued by Bharat Heavy Electricals Limited BHOPAL in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Instructions to Tenderers
2. Scope of Work
3. General Terms and Conditions
4. Special Conditions
5. Price bid

I/We have deposited / forwarded here with the Earnest Money deposit. Details of EMD payment are furnished in the check list.

EMD shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for in the tender specification with in the stipulated time as may be indicated by BHEL, BHOPAL.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Signature of the Tenderer
Address

PLACE
DATE :

ANNEXURE "B"

CHECK-LIST FOR SUBMISSION OF ATTACHMENTS

Name of Firm: .....

Address, E-mail and contact no.....

.....

Sl. No.	Particulars (whichever as applicable)	Submission	
		Yes / No	At page No.
1	Copy of audited balance sheet ,profit and loss and income tax return for last three years ending 31/03/2018		
2	Copy of work order.		
3	Work completion /running certificate for each work order signed by not below the rank of DGM of BHEL work order & Signed by owner/works manager for non BHEL work order		
4	PF & ESI registration copy		
5	Latest PF challan & return (after 31/03/2019)		
6	Latest ESI challan & return (after 31/03/2019)		
7	PF & ESI challan for the worker for the whole period of contract for non BHEL work order.		
7	Registration copy of establishment		
8	GST registration copy		
9	Electronics mode payment of Rs. 500/- as a tender fee (GST shall be extra)		
10	Submit General term & condition and statutory compliances with dully signed		
11	Submit Special term & condition with dully signed		
12	An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.		
13	EMD receipt		

Signature of the Bidder with seal

ANNEXURE "C"

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Contractor/ Firm (Max 60 char)

2. Account No (Max 17 char)

3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)

4. Branch Code (Max 5 char)

5. MICR Code (Max 30 char)

6. IFSC Code (Max. 30 char) [Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code)] This code may differ from RTGS IFSC code.

VENDORS / BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)

8 Details of TIN No. (Max 11 char)

ANNEXURE "D"

INDEMNITY BOND
(TO BE ISSUED ON A NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)

Whereas …… (Name of the contractor) having its registered office at…… has taken the contract for …… (Name of the work) and the work has to be completed by the contractor himself/with the help of sub-contractors. But the contractor/sub-contractors have also to obtain license under the contract Labor (Regulation & abolition) act 1970 and its rules, which can be granted if the Principal employer grants a certificate under form V of the said rules.

So on the request of ……(Name of the contractor) M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the contractor/subcontractors mentioned below. M/s ……(name of the contractor), therefore, undertake to fully indemnify M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of themselves or their sub-contractors in Form-V under contract Labor (Regulation & Abolition) Act. 1970 and its rules.

1.
2.
3.

Further to above M/s ……(Name of the contractor) undertake to indemnify BHEL against –

a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
d) M/s ……(name of the Contractor) accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
e) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

Contractor

ANNEXURE – "E"

DECLARATION SHEET

I / We..... .... hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification .... are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I / We, further certify that I / we am / are the duly authorized representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

I / We, hereby declare that I / we shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I hereby ensured that payment shall be made to the worker as per statutory prescribed minimum wages and additional wages recommended by BHEL.

CURRENT STATUTORY MINIMUM WAGES(Effective from 01.04.2019) NEW

CATGEORY OF WORKER	**BHEL RECOMMENDED WAGES**
	DAILY (per day)
SKILLED WORKER	**Rs. 452.94**
SEMI SKILLED WORKER	**Rs. 431.56**
UNSKILLED WORKER	**Rs. 407.32**
Clarification Regarding PF Ceiling & Revision in Wages	

Tenderer's Name & Address :

Name & signature of the bidder
(Seal)

ANNEXURE "F"

REGISTERS AND RECORDS TO BE MAINTEINED AS PER CLC GUIDE LINE

Every Principal employer shall maintain:

a. A Register of contractors in Form No. 12

Every contractor shall maintain:

a. Register of contract labors in Form No. 13

b. Muster-roll in Form-16.

c. Register of wages in Form 17

d. Register of deductions, fines etc. in Form 20

e. Register of fines in Form 21

f. Register of advances in Form 22

g. Register of overtime in Form 23

Every contractor shall issue an employment card and is **wages slip in Form 19** at least a day prior to the disbursement of **wages in Form 14** to each worker within 3 days of the employment of the worker and issue a **service certificate in Form 15** on termination of his employment.

ANNEXURE "G"

MECHANISM FOR EXECUTION OF CONTRACTS

Penalty clause: : In case the contractor does not carry out the contractual statutory obligation or the service rendered by him are found to be unsatisfactory or delay in execution of work, same will be brought to his (contractor) notice first to rectifying the deficiency anomaly within fifteen days' time. Failure which BHEL shall impose penalty of 0.5% of the contract value per week up to max of 10% of works contract value and GST on penalty will be charged extra (on contractors account), or terminate the contract

Annexure-H

DECLARATION BY THE CONTRACTOR

I, Sri _____, owner of M/S_____
_____, hereby declare that I do not have any relations, as specified below, in the feeders group, of BHEL, Bhopal.

I hereby authorize BHEL to cancel my tender, if my this statement is found wrong, i.e. if it is found that any of my relatives, as defined below is found to be working in any of the divisions under Feeders group:

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

I also understand that in such case, following action may be taken against my company:-

1. Termination of contract
2. Disqualification/debarring from all future contracts

I also, promise neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to my disqualification/debarring from the contract."

(Signature and seal of the owner)

Annexure-I

Undertaking from the Contractor

I/we…… Hereby, undertake that in case I/we get the work order for Loading, Notching Venting, Trimming and Unloading of punching in PRM div. , I/we will submit insurance cover for work force for conditions mentioned in clause 15.0 of "General Terms and Conditions (NIT No- PRM/WC/19/05)" before submission of first running bill.

(Signature and seal of the owner)

NIT No. : PRM/WC/19/05
DATE: 15-07-2019

FOR

Loading, Notching Venting, Trimming and Unloading of punching in PRM div.

Of

PRESS SHOP DIV

BLOCK – 10

AT

BHEL, BHOPAL

PRICE BID

CONTENTS:

1.0 PRICE FORMAT

PRESS SHOP DIV.

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
B HO P A L – 4 6 2 0 2 2 (M. P)

Cont……

PRICE FORMAT FOR LOADING, NOTCHING VENTING, TRIMMING AND UNLOADING OF PUNCHING IN PRM DIV.

(TO BE FURNISHED WITH PART - 2 "PRICE BID")

NIT No. : **PRM/WC/19/05,** Date: **15-07-2019**

Name & Address of the Bidder: _____

SL. NO.	***Type of work***	**Unit of Work**	**Qty. in Unit**	**% of allocation in respect of total estimated amount**
1	LEM segmental stator/rotor on CNC- N16N Segmental Notching press	100 pngs.	1723	26.46
2	IMM str. & TXM AC m/c rotor notching on 12.5 T NC notching presses	100 pngs.	2354	31.54
3	LEM exciter str. & LEM rotor notching on 12.5 T NC notching presses	100 pngs.	450	6.15
4	Stator notching of TXM-AC m/c, Oil Rig & LEM circular m/c on 12.5 T NC notching presses	100 pngs.	857	16.39
5	Notching of LEM multislot rotor on 12.5 T NC notching presses	100 pngs.	100	4.92
6	Notching of IMM vent hole, TXM armature & O/D trimming of IMM/LEM rotor on 6 T notching presses	100 pngs.	1439	4.92
7	Notching of TAM armature on 6T notching press	100 pngs.	136	0.61
8	Key way notching of IMM stator and oil rig stator on 6t notching presses	100 pngs.	2148	6.96
9	Trimming of LEM stator/Rotor segment on 40T radial notching presses	100 pngs.	186	1.23
10	Trimming, clipping, slitting of Hydro stator punching on 40T radial notching presses	100 pngs.	111	0.82

Total quoted amount (in figure)……

(In words) ……

Note:-

1. In case of multiple bidder becoming L-1, evaluation of L-1 shall be based on higher value of work executed by the party with in last three years ending on 30th June 2019.
1. Bidder have to quote total amount only. The rates shall be derived based on weightage shown in above table.

Signature of the Bidder with seal

Contd…..

Notes:-

1. Strictly avoid over writing, cutting or unclear writing. The firm should take care to fill up the rate. No claim of confusion, unawareness etc. shall be entertained after opening of bids.

2. This rate will be taken up as final rate including of PF, ESI, bonus and all other statutory Levies, uniform, shoes, helmet, bonus, and supervision/admin charges/margin etc. and other Govt. taxes.

3. The **GST shall be paid extra**, as per the Govt. rules, as applicable. Any future tax applicable will be paid extra as submission of proof of deposit.

4. The quoted rate shall remain firm throughout the contract period and no variation/escalation what so ever during the contract period shall be allowed.

5. The bidder shall follow BHEL norms prevailing for wages to be paid to the contract workers. "The Contractor shall also be liable to pay hike in statutory minimum wages in October month & April month as recommended by BHEL"

Signature of the Bidder with seal