

TENDER SPECIFICATION

NIT No. : PRM/WC/20/13

DATE : 01-09-2020

FOR

Painting of end and vent lamination

In

PRESS SHOP DIV.

BHEL, BHOPAL

TECHNICAL BID

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(Pre-Qualifying criteria given at page no. 15)



PRESS SHOP DIVISION

BHARAT HEAVY ELECTRICALS LIMITED

BHOPAL

BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(PRESS SHOP DIV)
Notice Inviting Tender (NIT) for Works Contract 2020-21

1	Tender Enquiry No / Date	PRM/WC/20/13 01-09-2020
2	Nature of Work	Painting of end and vent lamination
3.	Tender Type	Open Tender
4	Quantity of Work	As given in scope of work
5	Pre-Qualifying criteria	As given on page no.- 15 in section III
6	Earnest Money Deposited (EMD) (Rs.) (Earnest money to be deposited in electronic mode in favour of BHEL Bhopal)	2811/- OR One time EMD of Rs. 500000/-
8	Tender Opening Date	11.09.2020
9	Estimated Technical Hours/Surface Area	Tech. Hrs—2013, Allocated Area to be paint—9300 Sq.mtrs
10	Last date for submission / Deposit of tender	Tender Documents shall be Submitted before 11.00 AM till 11-09-2020 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.
11	Tender Cost of Rs. 500/- (GST shall be extra) (to be deposited in electronic 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.

(Brajesh Kumar Thakur)
Dy.Mgr./PRM

CONTRACTOR :

M/s

Section – I

**SCOPE OF WORK**

Tender no PRM/WC/20/13

SCOPE OF WORK**A) Description of work:**

All the activities for painting of Vent & End laminations, including Cleaning of Job, arranging of jobs for painting, Spray painting, Drying and Restacking, cleaning of painting area, collection of dross, sending of painting wastes including container, dross, used cotton and hand gloves etc. to scrap yard.

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

ITEM No.	TYPE OF WORK	QTY. in nos.	Allocated area for painting (in Square meter)	Estimated Tech Hours
01	Painting of item larger than 1000 mm dia	7572	1850	400
02	Primer coating and painting of Hydro Stators	3100	1550	336
03	Painting of item smaller than 1000 mm dia and other segment	29501	5900	1277

Note; To execute the contract properly, approximately 1 semi-skilled worker having min. 3 years similar work experience will be required every day up to June 2021



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DATE : 01-09-2020

Sub: Painting of end and vent lamination in PRESS SHOP 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 2019**.
- 1.1.6 Each and every page of the bid document to be signed and stamped and all tables/Declaration forms/Information sheets (Annexure "A" to Annexure "I") are to be 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:

- 1.1 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 envelope 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 Top of the outer cover/envelop and these envelop should be kept in another outer big envelop with written following information:
 1. NIT No. & Title of Work
 2. Bid Opening date & time
 3. Address/Venue of Bid Submission
 4. Bidder's Name & Address & contact no.
- 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.



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- 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.

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- 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.
- 23.0 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 indemnify 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 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.
- 28.0 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.
- 29.0 The contractor wants to withdraw the contract before expiry 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.
- 30.0 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.
- 31.0 No ORC shall be applicable.

Section – I



NIT No:- PRM/WC/20/13,

Date : 01-09-2020

Sub: - - Painting of end and vent lamination in PRESS SHOP 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 communication:-

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. 2811/- 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 & Bonus**. No 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 must deposit the required amount of security deposit after adjusting the amount of earnest money duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of the work.

6.1 The amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of security deposit. The security deposit calculated as above may be deposited within 15 days from the date of issue of Letter of Intent but before the start of work in any of the following forms.



- (A) The total security amount may be deposited online as procedure (For depositing amount online, depositor has to open SB-Collect through online E-payment option available on internet (www.bhelbpl.co.in under caption new link or
- (B) **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 Rs. 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).

- 6.2** If the value of work done any time exceeds the accepted contract value, the security deposit shall be correspondingly enhanced and extra security deposit shall be immediately deposited by the contractor otherwise it shall be recovered from the payments due to him. Failure to deposit the security deposit within the stipulated time may lead to forfeiture of earnest money and cancellation of award of work. 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 the contract as per terms and condition of the contract. BHEL reserves the right to set-off the security deposit, against any claims of any other contract with BHEL.

6.3 Return of Security Deposit :

If the contractor fully performs and completes the work in all respect to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns the property belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of security deposit will be released to contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the security deposit shall be refunded/released prior to passing of final bill.

NO INTEREST SHALL BE PAYABLE BY BHEL ON EARNEST MONEY, SECURITY DEPOSIT OR ANY MONEY DUE TO THE CONTRACTOR.

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: -

- The firm shall follow all the statutory compliances as mentioned in all the prevailing Industrial / Labor laws/ Govt. laws, as amended from time to time.
- The firm shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
- 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.
- 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.
- 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.
- Firm shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise :-
 - Measure of work (or attendance) for which worker is entitled for wages.
 - Wages paid,



GENERAL TERMS AND CONDITIONS

- 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 (**for MSME vendors- within 45 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 TDS under Income Tax Act shall be deducted as applicable from Contractor's bill
- 9.5 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 9.6 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.
- 9.7 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.

**10.0 Penalty :** As given in **annexure -G****11.0 Force majeure Clause :**

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the Contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

12.0 Arbitration & Law :

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be _____ in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of _____ BHOPAL _____ Courts..

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.

13.2 Short Closure:- BHEL reserves the right to accept the offers in part or in full, or cancel the Tender Enquiry without assigning any reason.



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/dept. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated".

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 respectively 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).”
- 11. Benefits Earmarked For Micro & Small Enterprises (MSES)**
Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms of MSMED Act 2006. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non-submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents. MSME bidder has to comply Pre-Qualification criterion for “Work of Painting of end and vent lamination in Press Shop” as per clause-2 of special Terms & Conditions mentioned on page no-15 to qualify against this tender.
- 12.0 COMPENSATION CLAUSE:** (As per BHEL Corporate HR Circular no. 016/WLX/2018, dtd. 10.09.2018).
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.
- Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ officers and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Officers/ townships and premises/ Project Sites.
 - Compensation in respect of each of the victims:
 - In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/- (Rs. Ten Lakh)
 - In the event of **other permanent disability:** Rs.7,00,000/-(Rs. Seven Lakh)
 - 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”.
- 13.0** The above clause no 12.0 “**compensation clause**” of general term and condition is applicable for the contract **having 5 Lacs or more value**. In order to comply above clause 12.0, 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 12.0 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 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 and to ensure. 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.

A detailed "Annexure-J" may be referred for "safety & Environmental Obligation". Contractor has to strictly adhere to the guidelines given in the document.

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 including amendments (observed time to time) of the following enactments and other enactments as applicable for such contracts.

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

Section-II

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	STATUTORY COMPLIANCES	Rev. : 00
<u>STATUTORY INSTRUCTIONS TO CONTRACTOR</u> (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. <u>PAYMENT OF WAGES ACT</u> 1. Those engaging 100 or more workmen, should submit or copy of standing orders. 2. Shall comply with the provisions of Factories Act. <u>Conciliation Clause Under The BHEL Conciliation Scheme, 2018:-</u> 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. <u>ON COMPLETION OF WORK</u> Submit PF & inspection report		



NIT No:- PRM/WC/20/13,

Date : 01-09-2020

Sub: - Painting of end and vent lamination in PRESS SHOP 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 Pre-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 2019 should be at least **0.42 Lacks**. (Balance sheet & profit & loss A/c for the last three years to be submitted)
- 2.2 Experience of having successfully completed or ongoing works contract of painting of end & vent lamination or similar work since 1st Sept 2013, till 30th till 31st August 2020, should be either of the following-
 - a. Three completed works each costing not less than the amount equal to **0.56 Lacs**.
 - or**
 - b. Two completed works each costing not less than the amount equal to **0.70 Lacs**.
 - or**
 - c. One completed work costing not less than the amount equal to **1.12 Lacs**.

Similar Work means: -

- A. Spray painting done on any job/product.

For verification of authentication, work order and its completion certificate shall be submitted by party in proof of experience. "Experience with non Govt. Organization shall require TDS certificate showing payment to the contractor as support document".

1.3 Relaxation of Norms for Startups Medium Enterprises

Govt. of India guidelines regarding relaxation of norms for startups Medium Enterprise bidders shall be followed as below for this tender: -

Relaxation is allowed for prior turnover (exemption from 2.1) as well as for prior experience (exemption from 2.2) but bidder should be aware of handling of paint/thinner items in confined space.

Bidder must submit the requisite documents as applicable along with techno-commercial offer to avail such relaxation as explained above.

2.4 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**

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

1. All the activities related to painting of Vent & End Punching works contract are required to be carried out by the contractor:
 - a) Cleaning of Job b) Arranging of jobs for painting
 - b) Spray painting d) Drying e) Restacking f) Cleaning of painting area
 - g) Collection of dross h) Sending of painting wastes including container, dross, used cotton and hand- gloves etc. to scrap yard.
1. 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.
2. **Before starting the work, the contractor should submit** 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 **to the order issuing authority**. This sequence of worker name to be maintained through-out the contract period for ease of monitoring all wage related issues.
3. 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.
4. Contractor shall not engage any female labor for the execution of this work without the written Permission of Engineer-In-charge of work.
5. **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 relate issues).**
6. 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.
7. Actual quantum of work may vary within limits of $\pm 25\%$ from the estimated Quantum of Work.
8. 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.
9. Technical requirement and guidance shall be provided by BHEL Supervisor /Executive however whole responsibility of completion of works contract lies with the Contractor.
10. 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.

To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor performance of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, nonfulfillment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action
11. 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 Painting of end and vent lamination **work shall be valid up to June-2021 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.

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

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

- 3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
- 3.2. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
- 3.3 Receipt of goods/services and Tax Invoice by BHEL and
- 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal
- 3.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
- 3.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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

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

5. Reverse Charge under GST

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

6. Liquidated Damage/Penalty

Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable

7. Tax Deduction at source

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

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INSTRUCTIONS TO TENDERERS

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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. (tender enquiry no) PRM/WC/20/13 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 31/03/2019		
2	Copy of work orders.		
3	Satisfactory Work completion certificate for each work order signed by not below the rank of DGM of BHEL work order & Signed by owner/works manager for experience with non Govt organization.		
4	PF & ESI registration copy		
5	PF & ESI challan & TDS certificate for the whole period of contract for experience with non Govt. organization.		
6	Registration copy of establishment		
7	GST registration copy		
8	Electronics mode payment of Rs. 500/- as a tender fee (GST shall be extra)		
9	Submit General term & condition and statutory compliances with dully signed		
10	Submit Special term & condition with dully signed		
11	An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.		
12	EMD as per NIT (EMD is to be furnished through e-Mode ie NEFT/RTGS/Net Banking/ PoS/SB Collect etc. only). –Submit Receipt.		
13	<u>Short Closure</u> : - BHEL reserves the right to accept the offers in part or in full, or cancel the Tender Enquiry without assigning any reason.		

Startups Medium Enterprise Bidders may ignore Sl no-1,8 & 12.

Signature of the Bidder with seal



PRESS SHOP DIV

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SPECIAL TERMS AND CONDITIONS

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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

**PRESS SHOP DIV**

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INSTRUCTIONS TO TENDERERS

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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 01.04.2020)^{NEW}

CATGEORY OF WORKER	BHEL RECOMMENDED WAGES
	DAILY (per day)
SKILLED WORKER	Rs.474.94
SEMI SKILLED WORKER	Rs.453.56
UNSKILLED WORKER	Rs.429.32
Clarification Regarding PF Ceiling & Revision in Wages	

Tenderer's Name & Address :

Name & signature of the bidder
(Seal)



ANNEXURE "F"

REGISTERS AND RECORDS TO BE MAINTAINED 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 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"

Penalty clause: :

Penalty for delay in work beyond the specified schedule, if attributable to the firm, may be imposed at the specified rate, if any in NIT, maximum up to the ceiling of 10% of the contract value for the allotted work. The total work under scope is to be completed within the contractual completion time. In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory or delay in execution of work, same will be brought to his notice first to **rectify the deficiency/anomaly within 15 days' time**. Failing which **penalty of 0.5% of the contract value per week up to a maximum ceiling of 10% of the total works contract value shall be imposed and GST on penalty will be charged extra** OR terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract. Total contract Value for this purpose, shall be the final executed value exclusive of ORC (Over run compensation), Supplementary/Additional Items and PVC. If any defect is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost. GST on penalty shall be charged extra. Penalty shall not be considered up to 15 days from the date of issue of LOI / Work Order in order to establish and streamline the contract. Major defects found in the work will be liable for cancellation of the contract.

**PRESS SHOP DIV**

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INSTRUCTIONS TO TENDERERS

Rev. : 00

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)



PRESS SHOP DIV

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INSTRUCTIONS TO TENDERERS

Rev. : 00

ANNEXURE "I"

Undertaking from the Contractor

I/we..... Hereby, undertake that in case I/we get the work order for Painting of end and vent lamination of PRM div. I/we will submit insurance cover for work force for conditions mentioned in clause no 12.0 “**compensation clause**” of “General Terms and Conditions (NIT No- PRM/WC/20/13)” before submission of first running bill.

(Signature and seal of the owner)

**“Annexure-J”****“Safety and Environment Obligations”****1. Rules To Be Observed, (while inside BHEL premises) :**

- i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
- ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
- iii) No workmen shall enter BHEL in inebriated condition.
- iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.

2. SAFETY :

- i) No workman shall be below the age of 18 years on the date of starting work in BHEL. Neither shall any contract worker be above 60 years of age during the Entire period of contract.
- ii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
- iii) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
- iv) Contractor shall submit proof of crane operator having undergone training for operating the crane. Or that he is sufficiently/adequately skilled and/or experienced in operation of the said crane. This has to be in accordance of Factories Act Rule 62(3) which states “No person under 18 years of age and no person who is not sufficiently competent AND reliable shall be employed as driver **(meaning :operator)** of a lifting machine **(meaning : crane)** whether driven by Mechanical power **(meaning Fork lift truck, mobile crane)** or otherwise **(meaning : JIB crane, Mono-rail/Goliath/semi-goliath crane, EOT Crane, Hoist, Lift)** , or to give signals to driver (**meaning : slinger**)
- v) For slingers employed by contractor, the minimum educational qualification shall be 10th pass.
- vi) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor's workmen are working without the required PPEs, BHEL reserves the right to terminate the contract OR to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
- vii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc as relevant and mandatory for adequate safety of personnel. For other consumable nature of PPEs also, such as masks, earbuds, muffs gloves, inspection at workplace by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- viii) For items which are relevant with safe performance of work at workplace, on first day of commencement of work, the contractor shall get the signed endorsement



from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.

- ix) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
- x) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

3. ENVIRONMENT:

- i) For any Chemicals , Paints or oils etc that the contractor may be required to be bring inside factory, the empty drums, containers etc shall be taken out through gate no-9 under intimation to AGM concerned of the department where work is carried out. OR will be deposited at SDX through concerned department, against SDN.
- ii) No oil, effluent or chemical etc shall be drained in the drains or water pools inside factory.

4. HEALTH

- i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL .
- ii) For crane operators Medical certificate with special fitness of eye-sight & colorvision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months.
For an operator of 45 years and above, the same shall be furnished every 6 Months of his working inside BHEL from Registered doctor(MBBS Ophthalmology).
- iii) All hired/on-contract crane operators shall be got verified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
- iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases or diseases like TB, Asthma, Leprosy etc.
- v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate (of current date) of Physical Fitness from a registered Medical doctor mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice. The permission for such exception may be granted after due consideration by an official not lower than AGM(HOD).
- vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks etc, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.
- vii) The contractor shall follow the Permit system for all dangerous operations as governed under Factories act and State Rules

**5. ROAD SAFETY :**

- i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers, or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.
- ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for light commercial vehicles.
- iii) Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the contractor.

6. GENERAL SAFETY ASPECTS :

All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL Bhopal factory:

- a) BHEL's HSE policy shall be honoured at all times.
 - b) PPEs shall be used as required at the work-place
 - c) No unsafe act shall be indulged-in, by the workmen.
 - d) Special written permission for working at heights shall be obtained by contractor.
 - e) Medical clearances as required for work shall be submitted before start of work.
 - f) While working at any machine tool area/dangerous operation, BOTs, Cranes etc. mobile phone usage is not allowed.
 - g) No loose clothing like shawls, mufflers, dupatta etc. should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence.
 - h) Smoking & consumption of intoxicating substances is prohibited at all times inside factory.
 - i) No make-shift arrangements shall be made for any engineering shop-floor work.
 - j) Compressed air shall not be used for area or personal cleaning/de-dusting.
 - k) All stipulations of the Factories Act shall be honoured and observed by contractor's workmen.
- 7.** The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on:
(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery, Process)
- 7.1 Revolving Machinery
 - 7.2 Pressure Vessels
 - 7.3 Lifting Devices
 - 7.4 Power Presses
 - 7.5 Work at heights
 - 7.6 Any confined space
 - 7.7 Electrical Equipment
 - 7.8 In the vicinity of other hazardous process/machinery.

To be signed by contractor

(as proof of having read & agreed for compliance)

NIT No. : PRM/WC/20/13

DATE: 01-09-2020

FOR

Painting of end and vent lamination

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 H O P A L – 4 6 2 0 2 2 (M. P)

Contd.....

PRICE FORMAT FOR PAINTING OF VENT AND END LAMINATION
OF PRESS SHOP

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

NIT No. : **PRM/WC/20/13,**

Date: **01-09-2020**

Name & Address of the Bidder: _____

SL. NO.	Type of work	Unit of Work	Qty. in Unit	Sq. Mtrs Surface Area	Estimated Tech Hours	% of allocation in respect of total estimated amount
1	Painting of item larger than 1000 mm dia	Nos.	7572	1850	400	19.89
2	Primer coating and painting of Hydro Stators	Nos.	3100	1550	336	16.67
3	Painting of item smaller than 1000 mm dia and other segment	Nos.	29501	5900	1277	63.44

Total quoted amount (in figure).....

(In words)

Note:-

- 1. Price shall be quoted by Bidders excluding Bonus.**
- In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative (s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

Signature of the Bidder with seal

Contd.....

3. Bidder have to quote total amount only. The rates shall be derived based on weightage shown in above table.
4. 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.
5. The rate should be quoted both in words & figure. Following guidelines to be followed:
 - a. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotal, the subtotal shall prevail and the total shall be corrected; and
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (5.1) and (5.2) above.
 - d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above line and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
6. Bid should be free from correction, overwriting, using corrective fluid, etc. Any Interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else bid shall be liable for rejection. All overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening.
7. This rate will be taken up as final rate including of PF, ESI, all other statutory Levies, uniform, shoes, helmet, supervision/admin charges/margin etc. and other Govt. taxes **excluding bonus.**
8. The **GST shall be paid extra**, as per the Govt. rules, as applicable. Any future tax applicable will be paid extra as a submission of proof of deposit.
9. The quoted rate shall remain firm throughout the contract period and no variation/escalation what so ever during the contract period shall be allowed.
10. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs 3.66 per hr / per day as applicable. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL
11. 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"

***Note: No condition or deviations should be asked for in this price bid.**

Signature of the Bidder with seal