

NOTICE INVITING TENDER

Tender enquiry no. & Date: BHEL/FP/QC/RT/17-18/01 Date: 23.02.2017

1. Sealed tenders are invited in two part bid system (Part I- Techno-commercial bid , Part II: Price Bid) for following work from experienced and financially sound bidder who fulfill the qualifying criteria contained in the enclosed tender document:

NAME OF WORK	CONTRACT PERIOD	COST OF TENDER (Rs.)	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Radiographic examination on welds at BHEL/FP, Jagdishpur	One year from date of issue of LOI	Rs. 2,000/= (non refundable)	Rs. 64,800/=	On or before 17.03.2017 upto 14:30 Hrs.	On 17.03.2017 at 15:00 Hrs.

2. Quantity: **300000 square inches** (breakup as per price bid format).
3. Cost of tender and earnest money to be submitted through Electronic Fund Transfer only credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 30500630600 of SBI, IGFC branch, I. A., Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with Part I – Techno-commercial bid.

4. ADDRESS FOR SUBMISSION AND OPENING OF TENDER:

Tender Box-Administrative Building,
Centralised Stamping Unit & Fabrication Plant, BHEL
Industrial Area Jagdishpur,
Distt-Amethi-227817 (U.P),INDIA

ATTN: SIKANDAR KUMAR, ENGINEER (QUALITY)

Email ID: sikandar@bhelcsufp.in, lakraf@bhelcsufp.in

[Tel. no.: 05361-224145](tel:05361-224145)

Enclosures to Tender Enquiry:

Section – I: General Terms and Conditions

Section – II: Special Terms and Conditions

Section –III: Price bid format

4. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
5. BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
6. Any deviation from Tender requirements may lead to rejection of offer or may attract loading.
7. The Vendors are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.
8. For relevant details, please visit our website www.bhel.com. All subsequent corrigendum / amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

SECTION I

GENERAL TERMS AND CONDITIONS

1. 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 CSU & FP-Jagdishpur 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 Terms & Conditions, Tender Specifications including drawings and all 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. OFFICIAL SECRET ACT :

The contractor 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 contractor shall return all the drawings/documents given to them.

3. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through Fax/ E-Mail/ Internet/ EDI or given to the authorized supervisor. It will be undertaken that the contractor 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. Contractor shall communicate their change of authorized supervisor, email address in advance.

4. SECURITIES:

4.1 EARNEST MONEY DEPOSIT (EMD):

4.1.1 EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through The EMD may be accepted only in the following forms:

- a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 30500630600 of SBI, IGFCC branch, I A Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
- b. In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- c. The EMD shall not carry any interest.

4.1.2 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.

4.1.3 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

- a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

4.2 SECURITY DEPOSIT (SD):

4.2.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

4.2.2 The total 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.

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

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 30500630600 of SBI, IGFCC branch, I A Jagdishpur. MICR No.

227002003, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.

- b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

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

- 4.2.3 At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 4.2.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 4.2.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- 4.2.6 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 4.2.7 The Security Deposit shall not carry any interest.

5. SUBMISSION OF OFFER / TENDER:

- 5.1. The bid is invited in either two part or single part as specified in NIT. In case of two part bid system offer shall be submitted as per following:
- 5.1.1. Part I: Techno commercial Bid: Techno commercial bid should be filled as per **FORMAT-1** to this section and should contain documents in the same order as listed there along with Documents for Pre-qualifying requirements, if applicable.
- 5.1.2. Part II (Price) Bid: Price bid should contain only Price Offer to be submitted **strictly as per **FORMAT-2** of Price Schedule given in the tender document (Refer Section III).** The Price Bid not submitted as per Price Schedule may not be considered.
- 5.1.3. 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 may 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:
- Tender Enquiry No. & Title of Work
 - Bid Opening date & time
 - Address/Venue of Bid Submission
 - Bidder's Name & Address

Technical bid and price bid should be submitted in separate sealed envelopes. In case the

bids are found in one single envelope then the “bids” are liable to be rejected.

- 5.1.4 In case of single part bid system, Techno-commercial bid and price bid should be submitted in single sealed envelope.
- 5.1.5 All papers/documents should be ink signed and rubber stamped by the bidder.
- 5.2 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 5.3 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 5.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
- 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 5.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.
- 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder 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.
- 5.8 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.
- 5.9 Before tendering, the bidder 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.
- 5.10 Validity of Offers: The offer should be valid at least for a period of **90 days** from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 5.11 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 5.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.13 If the bidder 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.

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

5.15 In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall 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 subtotals, the subtotals 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 (a) and (b) above.

(d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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

5.17 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

6. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto:-

a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.

c) In case of an Individual, full name, address, place & nature of business and license relating to.

d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be

enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

7. PRICE SCHEDULE (PRICE BID):

- 7.1 Rate should be quoted strictly as per prescribed Price Schedule.
- 7.2 The rate quoted by bidder is inclusive of all duties, taxes, fees, octroi, and other levies material, labor etc. except Service Tax which shall be reimbursed to the contractor on actual, as applicable.
- 7.3 Prices shall remain firm and no variation what so ever shall be allowed. The bidder is required to take into consideration of cost of wages, material and equipments, PPEs, uniform, shoes and other consumables and their price fluctuations in the prices of these after the submission of bid and during the period of contract before submission of bid.

8. EVALUATION OF OFFERS

- 9.1 Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 9.2 The bidders shall be evaluated as per Pre-qualifying and techno-commercial requirements mentioned in the tender documents.
- 9.3 Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 9.4 The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 9.5 Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 9.6 Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 9.7 Evaluation of the offer will be strictly based on the 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.
- 9.8 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 9.9 BHEL reserve the right to split the work in two or more bidders, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 9.10 BHEL reserves its right to negotiate with the Bidder and/ or go for Reverse Auction (RA).

9. REVERSE AUCTION:

- 9.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Only technically and commercially acceptable bidders shall be eligible to participate in reverse auction. Information and general terms and conditions governing RA shall be communicated to technically and commercially acceptable bidders.

- 9.2 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

10. CONTRACT AGREEMENT

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

11. TERMS OF PAYMENT:

- 11.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).
- 11.2 All payments shall be released through electronic-pay mode only.
- 11.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard.
- 11.4 Service tax, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.
- 11.5 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly.
- 11.6 The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the vendor. In absence the same or any loss of GST Credit due to the vendor, shall be recovered/not payable to the Vendor.
- 11.7 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 11.8 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 11.9 Normally, payment shall be made within 45 days of receipt of bill at BHEL.

12. PENALTY :

The Contractor shall commence testing within 48 hrs of intimation from BHEL, failing which, penalty shall be imposed for each call. If the contractor fails to commence test on stipulated time the penalty shall be 1.0% of the call amount for the delay per day or part thereof subject to maximum of 10 % of the total order value.

13. SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and Government, as applicable, inside the BHEL factory. The contractor is required to keep and maintain first aid box at work place at his own

cost.

14. FORCE MAJEURE:

Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.

15. ARBITRATION:

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 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 General Manager. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Sultanpur, 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 Sultanpur court.

16. RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. 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-fulfilment of any contractual obligations or obligations under the law.

17. ABANDONING OF WORK:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

18. TERMINATION

This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court

order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract or agreement.

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

19. EXTENSION

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

20. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- a. The tender documents shall be issued free of cost to MSEs.
- b. MSEs are exempted from payment of Earnest Money Deposit (EMD).
- c. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

21. TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABORERS UNDER SERVICE OR WORKS CONTRACT

21.1 LABOUR LICENCE AND OTHER REQUIREMENTS

21.1.1 Contractor should possess Labour license in case of contractors working in BHEL CSU & FP Jagdishpur and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.

21.1.2 The contractor shall deploy such number of workers in the premises of BHEL CSU & FP Jagdishpur, as required for completion of the contract. The workers such deployed shall be his own workers.

21.1.3 In case the number of labour deployed by the contractor in premises of BHEL CSU & FP Jagdishpur exceeds the number of labour allowed in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labours mentioned in the license.

21.1.4 Labour license and other requirement in case of contractors NOT working in BHEL CSU & FP Jagdishpur or has less than 20 workers on his rolls:

A) The contractor should possess valid labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.

B) After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as PROVISIONAL.

21.1.5 The contractor shall also have to submit copy of PAN card and latest IT return.

21.1.6 The contractor must possess Service Tax Registration number under relevant code head.

21.1.7 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.

21.2 APPOINTMENT AND ENTRY IN FACTORY PREMISES

21.2.1 The contractor shall submit the following to HR through contracting department:

a. The details of the worker proposed to be deployed.

b. Police Verification Certificate by appropriate authority or Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District

Magistrate's Office. Further he should submit the character certificate within 30 days failing which he will be discontinued.

c. Copy of employment card issued by contractor to his own worker.

21.2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.

21.2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, BHEL Security shall not allow any labour to enter the premises of BHEL CSU & FP Jagdishpur.

21.2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules.

21.3 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

21.3.1 The Contractor shall pay wages to all his Laborers as prescribed by the BHEL HR from time to time based on government norms.

21.3.2 In addition to minimum daily wages above, an **additional wage** has also to be paid by the Contractor to all his Laborers as per following rates as per BHEL guidelines:

Sl. No.	Type of Labour	Additional daily wage to be paid in (Rs.)
1	Unskilled Worker (USW)	123.08
2	Semi-skilled Worker (SSW)	142.31
3	Skilled Worker (SW)	157.69
4	Highly Skilled Worker (HSW)	157.69

This additional amount will also attract all statutory deductions and payments.

21.3.3 Contractor shall ensure payment of wages as applicable on or before seventh day of each month.

21.3.4 Wages payment shall be made by Contractor to the Laborers through bank / cheque / cash in the presence of authorized BHEL representatives and shall maintain proper records of their timely disbursement. Contractor shall issue wages slips to his laborers.

21.3.5 The payment of wages to the workers shall not be subject to payment against the bills by BHEL.

21.3.6 The contractor shall submit bills to the contracting department by 8th of each month.

21.3.7 The contractor's bills should be accompanied with the following:-

a) Copy of Measurement Book entries / Statement of work done / work completion report by the Contractor duly verified by concerned BHEL representative(s).

- b) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., (Form XVII of Contract Labour (R&A) Rules)
- c) PF and ESI challans for previous month-separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
- d) Wage payment sheet for the bill period.
- e) Statement of material supplied by the contractor, if any
- f) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- g) Copy of Challan of previous Service Tax paid.

21.3.8 The contractor shall remit the cheques favouring RPFC and ESI Office with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.

21.4 PROVIDENT FUND (PF)

21.4.1 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.

21.4.2 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

21.4.3 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

21.4.4 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

21.4.5 PF CONTRIBUTION:

Employee's Contribution

Employer's Contribution

12.00%

13.61 %

21.4.6 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

21.5 EMPLOYEES STATE INSURANCE (ESI)

21.5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

21.5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

21.5.3 The contractor shall facilitate collection of issued ESI cards by his worker.

21.5.4 ESI CONTRIBUTION :-

Employee's Contribution

1.75%

Employer Contribution

4.75%

21.5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

21.5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the concerned BHEL Officer(s):

- (a) Form XII - Register of contractors (Rule 74)
- (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment Card issued by contractor (Rule 76)
- (d) Form XVI - Muster Roll 78(1) (a) (i)
- (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g) Form XIX - Wage Slip (Rule 78)(1) (b)
- (h) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
- (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

21.6 BONUS

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and the payment of bonus (amendment) act, 2015.

21.7 DISCIPLINE

21.7.1 The Contractor shall be responsible for the discipline of his own laborers deployed under the service contract. In case of any loss to the BHEL CSU & FP Jagdishpur on account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

21.7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

21.7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

21.8 LEAVE WITH WAGES TO CONTRACT LABOUR

Guidelines as per Factories act 1948 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.

21.9 SAFETY OF OPERATION

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide the following Personnel Protective Equipment (PPE) and Consumables, as applicable, to each laborer during execution of the contract, at his own cost:-

- a) One pair of Uniform within two weeks of start of contract and one pair within next six months.
- b) One safety helmet per annum, (within two weeks of start of contract)
- c) One pair of safety shoes along with two pairs of socks per annum, (within two week of start of contract).
- d) One pairs of leather hand gloves per week.
- e) Two pairs of Ear plugs per month
- f) Cora cloth / Cloth Waste 1/2 Mt. per month
- g) One soap per month.
- h) Any other relevant safety PPEs, if required.

Quantities mentioned above are minimum and may increase depending upon operation / job and contractor has to provide these items at his own cost. Each PPE items should follow BHEL Safety Engineering Standards. The contractor shall maintain a register for record of above items.

21.10 SUPERVISION OF CONTRACTOR LABORERS:

The contractor shall appoint one identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility. The Contractor shall submit an authorization certificate to in name of his supervisor. No extra supervision charges shall be paid by BHEL.

21.11 CONTRACT LABOUR 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.

21.12 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.”

21.13 GENERAL GUIDELINES TO CONTRACTOR:

- 21.13.1 The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- 21.13.2 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 21.13.3 All the workers should be provided with uniform & identity cards by the contractors. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition.
- 21.13.4 The contractor shall be responsible for the good conduct of his employees.
- 21.13.5 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 21.13.6 If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 21.13.7 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.

21.13.8 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.

21.13.9 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.

21.13.10 Accident occurred during the course of company's work should be reports by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the contractor.

21.13.11 The Contractor will have to indemnify BHEL against:

- (a) All claims for injury or damage to any person or property caused by his 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 period of contract.
- (d) The Contractor will 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) The Contractor will indemnify the company against 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 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 operation 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.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of appropriate value.



भारत हेवी इलेक्ट्रीकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी०एस०यू० एवं फ़ैब्रिकेशन प्लांट, औ० क्षेत्र जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, U.P. -227817, India

ANNEXURE A

(to be made on Bidder's letter head)

DECLARATION SHEET

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

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder 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 I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

Date:

Name & Signature of the bidder

(Seal)



भारत हेवी इलेक्ट्रीकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी०एस०यू० एवं फ़ैब्रिकेशन प्लान्ट, औ० क्षेत्र० जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, U.P. -227817, India

ANNEXURE B

(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Date:

**Name & Signature of the bidder
(Seal)**



भारत हेवी इलेक्ट्रीकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी०एस०यू० एवं फ़ैब्रिकेशन प्लांट, औ० क्षेत्र० जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, U.P. -227817, India

ANNEXURE C

(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

(Signature of Authorized Signatory)



भारत हेवी इलेक्ट्रीकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी॰एस॰यू॰ एवं फ़ैब्रिकेशन प्लान्ट, औ॰ क्षेत्र जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, U.P. -227817, India

ANNEXURE D

(Certificate by Chartered Accountant on letter head)

This is to Certify that M/S.

(Hereinafter referred to as 'company') having its registered office at

.....is registered under MSMED Act 2006, (Entrepreneur

Memorandum No (Part-11dated:

Category: (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

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

Rs.Lacs

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

RsLacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs -----Lacs for Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is -----

----(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number

Seal of Chartered Accountant

TECHNICAL BID FORMAT

Format-1

TABLE-1

Sl. No.	Description	Please Fill
1	Name of the Firm (Bidder)	
2	Address of the Firm (Registered Office)	
3	Name of Contact Person	
4	Contact Numbers	
5	Fax No., if any	
6	Email ID	

TABLE-2

Sl. No.	Description	YES / NO	Remarks
1	Earnest Money Deposit (EMD)		D.D. Number & Date.....
2	Tender Document Cost, if applicable		D.D. Number & Date.....
3	Signed and stamped copy of tender documents		Signed and stamped Copy of all pages (all sections) of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender
4	Un-Priced bid (<i>Price bid format without prices</i>)		Signed and stamped copy Blank price bid to be submitted
5	Documents against Qualifying Requirements		Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed
6	Authorization for signing Tender Documents		Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm
7	Signed and stamped copies of all Annexures		Signed and stamped Copies of all Annexures A, B, C & D (D if applicable) to be submitted on firm's letter head
8	Labour License Number		Copy of the License to be enclosed
9	PF Code Number		Copy of the Certificate to be enclosed
10	ESI Code Number		Copy of the Certificate to be enclosed
11	PAN Number		Copy of the PAN Card to be enclosed
12	Income Tax Return (<i>of last 3 yrs</i>)		Copy of the ITR to be enclosed
13	Service Tax Registration Number		Copy of the Certificate to be enclosed
14	Validity of Offer		90 days from the date of tender Opening

Please mention "NA" if not applicable. I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.

Date:

(Signature and Seal of Bidder)

GENERAL TERMS AND CONDITIONS

SECTION II

SPECIAL TERMS AND CONDITIONS

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

1.0 SCOPE OF WORK:

- 1.1 BHEL Jagdishpur is in the process of outsourcing Radiographic Testing Work at our shop floor, open yard inside the factory premises and in and around BHEL Jagdishpur (if required) in the subcontracting vendor works.
- 1.2 Nature of work: Radiographic Inspection work at BHEL Fabrication Plant, Jagdishpur on weld joints of fabricated items for a period of one year by deploying necessary equipments, tools, consumables, qualified personnel including transportation, travel expenses, accommodation at site etc. Radiography testing shall be as per international codes and standards such ASME Section V, VIII etc.
- 1.3 Contractor should have minimum two IR-192 source camera approved by AERB / Mumbai.

However they may deploy Co-60 source camera at no extra cost, no claim on this account shall be entertained.
- 1.4 Film quality should be maintained by any approved source, i.e. IR-192 / Co-60.
- 1.5 Quantity: Estimated quantity in square inch is as per NIT price bid formats. Quantity variation may be limited to ± 30 % depending upon the production plan variation that may arise then and there. BHEL does not guarantee for the quantum of work.
- 1.6 Radiographic Examination to be carried out as per BHEL NDE procedure / customer issued procedures or as per the instruction of Engineer-in-charge.
- 1.7 Contractor shall submit approval certificate from BARC/AERB, Govt. of India for conducting radiography test within the premises of BHEL/FP Jagdishpur.
- 1.8 The Contractor shall commence testing within 48 hrs of intimation from BHEL.
- 1.9 Test reports: Contractor shall conduct tests, evaluate and submit test report of radiographic examination in an agreed formats stating compliance to international codes and standards. The same shall be submitted to BHEL for review & acceptance and shall also be acceptable to BHEL customer (BHEL Units, i.e. Bhopal, Hyderabad, Haridwar, etc) or their authorized representative, legislation Authorities, e.g. Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies.
- 1.10 In case test report of radiographic examination submitted are not accepted by BHEL Units, i.e. Bhopal, Hyderabad, Haridwar, etc. or their customers or third party inspection agency,



भारत हेवी इलेक्ट्रीकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी॰एस॰यू॰ एवं फ़ैब्रिकेशन प्लांट, औ॰ क्षेत्र जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, U.P. -227817, India

retests are to be done at BHEL Units premises at the cost of the Contractor. No claim on this account shall be entertained.

1.11 The consumable used shall be of BHEL Approved make.

1.12 The procedure of radiographic examination should be approved by BHEL/BHEL Customer.

1.13 The Contractors are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.

2.0 CONTRACT PERIOD

2.1 The period of contract will be one year from the date of issue of LOI / WO.

2.2 The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agencies.

3.0 INVOICE & PAYMENT

3.1 The contractor will submit monthly bills in three copies for the certified quantum of RT carried out along with films and two sets of test reports. BHEL Executive will be the certifying authority.

3.2 Payment

(a) 95 % on completion of tests and submission of reports on monthly basis.

(b) 5 % on completion of the contracted WO.

3.3 Payment will be made through Electronic Fund Transfer / RTGS Transfer. E-payment Format to be filled before payment.

4.0 PENALTY

4.1 The Contractor shall commence testing within 48 hrs of intimation from BHEL, failing which, penalty shall be imposed for each call. If the contractor fails to commence test on stipulated time the penalty shall be 1.0% of the call amount for the delay per day or part thereof subject to maximum of 10 % of the total order value.

The decision of General Manager (or any official appointed by him) on the extent of penalty shall be final and binding on contractor

5.0 TAXES AND DUTIES

5.1 Service Tax

5.1.1 The bidder shall not include service tax in their quoted rates, but the bidder has to separately indicate the service tax rate, amount and working thereof in the price bid schedule included in the bid documents.

5.1.2 If service tax amount is not indicated separately in the price bid schedule include in the bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly

5.1.3 Bidders have to quote the applicable service tax payable in the price bid format include in the bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

5.2 Income tax

5.2.1 Income tax shall be deducted from the contractor's bill as per applicable rates.

6.0 PERSONNEL WELFARE

6.1 The contractor shall comply with all the regulations, legislations applicable for the welfare, safety, etc. of their deployed personnel.

6.2 All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.

6.3 Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations shall be taken care by the Inspection Agency. BHEL shall not be held responsible for any injury or damage that is caused to the staff / property during the course of inspection or otherwise.

7.0 TERMS AND CONDITIONS OF THE CONTRACT FOR RADIOGRAPHIC EXAMINATION

7.1 NDE Inspection agency should have minimum 3 years of experience in the Radiography testing of welds as per international codes and standards such as ASME Section V, VIII etc.

7.2 One Radiography Camera of the contractor should be housed in BHEL exclusively for our work. However, on request the camera may be taken out, whenever there is no work. This may be allowed only when it does not disturb any of our work.

7.3 Contractor has to use his own consumables like RT film, chemicals etc; BHEL will only provide the dark room for developing.

7.4 The exposures taken must be developed and made ready for evaluation within 3 days of conducting testing.

7.5 Contractor should deploy a site in charge and trained radiographers for the work. Any retake will be to the account of the contractor.

7.6 Contractor shall submit the details of all the equipments and technical facility available with him.

7.7 Contractor will submit the photocopy of the certificate of approval by AERB for certified radiographers and site in charge, and produce the original during the negotiation if he is called. Contractor should ensure that the validity of personnel is maintained during the execution of the contract. Source movement letter also to be submitted after getting the contract.

7.8 The contractor shall radiograph the components as per the instructions given by BHEL to suit the quality requirements and shall evaluate the radiographic results furnished to BHEL in the required format/register. The radiographs shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies.

7.9 The contractor shall arrange his own radiography camera and film processing equipment for the dark room.

7.10 Contractor should ensure all the safety aspects & OHSAS requirements.

7.11 The Contractor should paint or punch the X-ray numbers given by the company on each job with

the radiography segment.

7.12 The contractor shall employ trained technicians who shall be in the film badge services of BARC and the statutory rules and regulations stipulated by BARC shall be observed very strictly by the contractor.

7.13 Contractor shall replace the source as and when it gets reduced below 3 curies.

7.14 Contractor should submit radiation safety reports (including shield integrity of camera, deployed cameras, area & personnel monitoring etc) by first of every month.

7.15 Contractor shall mark the defective region on the weld after evaluation of radiographs using the tracings with appropriate colour paint on the respective job.

7.16 Contractor shall provide RT Camera along with operator for Normal Working Hours - 11 PM to 6.00 PM. In case of urgent / emergency work personnel should be available 24 hours. There may be RT requirement on Sundays and holidays also, whenever required.

7.17 On every six-month Dose Report of RT Personnel to be submitted to BHEL.

8.0 TERMINATION / CANCELLATION OF CONTRACT

BHEL reserves the right to terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of

- a) Contractor's continued poor progress.
- b) Withdrawal from or abandonment of the work before completion of the work.
- c) Corrupt or illegal act of the Contractor.
- d) Insolvency of the Contractor.
- e) Persistent disregard of the instructions of BHEL.
- f) Assignment, transfer, subletting of the contract work
- g) Non-fulfillment of any contractual obligations.
- h) Non - Satisfactory Workmanship.
- i) Any false statement given in the tender.
- j) Not attending the work when required.

9.0 PRE- QUALIFYING CRITERIA AND TECHNICAL BID AS PER ANNEXURE -1
(TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID)

ANNEXURE - I

Tender Enquiry: BHEL/FP/QC/RT/17-18/01 Date: 23.02.2017

1.0	PRE-QUALIFICATION CRITERIA (Proof to be submitted)	Accepted / Not Accepted
1.1	<p>The Tenderer should have experience of successfully completed work of Radiography testing of welds in the last 7 years ending on 31.01.2017, in any reputed industry or other commercial establishments. Values of such work orders done should be as under:</p> <ul style="list-style-type: none"> a) One job of value of Rs 25.92 Lakh or above, or b) Two jobs of value of Rs 16.20 Lakh or above each, or c) Three jobs of value of Rs 12.96 Lakh or above each <p>And</p> <p>The Tenderer shall be financially sound and should have achieved an average annual financial turnover of minimum Rs 9.72 Lakh per year over three consecutive financial years ending on 31.03.2016.</p> <p>DOCUMENTS REQUIRED</p> <p>The Tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:</p> <ul style="list-style-type: none"> a) Copies of work orders issued by customers in support of work experience and value meeting the above conditions as per Annexure-1. b) Copies of completion certificates issued by customers. c) Copies of audited profit and loss accounts & Balance sheet accompanied by relevant schedules showing turnover figures for the financial years 2013-14, 2014-15, 2015-16. 	
1.2	Contractors should have valid License for handling and operation of Industrial Radiography Exposure devices. (copy of license to be submitted)	
1.3	Contractor should have minimum two IR-192 source camera approved by AERB / Mumbai. (proof to be produced)	
1.4	Contractor should have minimum two certified radiographers, one site in charge, 1 RSO (Radiation Safety Officer) for the site. (copy of certificate to be submitted)	
1.5	Enrollment details of radiographic workers with BARC for film badge service (Copy of Dose Reports of previous job to be submitted).	

2.0	TECHNICAL BID CRITERIA	Accepted / Not Accepted
2.1	High Intensity illuminator with intensity control, ASTM Image Quality Indicators, density strip / Densitometer shall be available. (Copy of calibration certificate to be submitted).	
2.2	Contractor will deploy a site in charge and trained radiographers for the work. Any retake will be to the account of the contractor. Contractor will deploy a site in charge and trained radiographers for the work. Any retake will be to the account of the contractor.	
2.3	Contractor shall submit approval certificate from BARC/AERB, Govt. of India for conducting radiography test within the premises of BHEL/FP Jagdishpur after award of contract.	
2.4	The Contractor shall commence testing within 48 hrs of intimation from BHEL.	
2.5	Copy of approval for Radiographic Testing from any BHEL units (if available).	
2.6	Contractor shall use his own consumables like RT film, chemicals etc; BHEL will only provide the dark room for developing of films. Contractors shall also arrange their own source handling equipment.	
2.7	The exposures taken must be developed and made ready for evaluation by within next 3 days of testing.	
2.8	Contractor should ensure that the validity of certified personnel's are maintained during the execution of the contract. Source movement letter also to be submitted after getting the contract.	
2.9	The contractor shall radiograph the components as per the instructions given by BHEL to suit the quality requirements and shall evaluate the radiographic results furnished to BHEL in the required format/register. The radiographs shall be acceptable to Lloyds, NTPC, Chief Inspector of Boilers and other inspection agencies, other BHEL units.	
2.10	Contractor should ensure all the safety aspects & OHSAS requirements.	
2.11	The Contractor should paint or punch the X-ray numbers given by the company on each job with the radiography segment.	
2.12	Contractor confirms payment terms, penalty terms	
2.13	Contractor will replace the source as and when it gets reduced below 10 curies.	
2.14	The bank confirmation for payment through Electronic Fund Transfer may be attached with the part I: Techno-commercial Bid.	

2.15	Contractor shall provide RT Camera along with operator for Normal Working Hours - 11 PM to 6.00 PM. In case of urgent / emergency work personnel should be available 24 hours. There may be RT requirement on Sundays and holidays also, whenever required.	
2.16	On every six-month Dose Report of RT Personnel to be submitted to BHEL.	
2.17	Survey Meter should be available.(Copy of calibration certificate to be submitted)	
3.0	Termination / Cancellation of Contract BHEL reserves the right to terminate the contract for any of the reasons laid down as per Cl.8.0 of Section – II. (STC)	
3.1	There may be a variation in the estimated Quantity of works depending upon the production plan variation that may arise then and t	
3.2	The contract can be extended for further period based on mutual agreement between BHEL and NDE Inspection agency.	
3.3	All Labour regulation laws like Provident Fund, ESI etc., applicable either existing or enacted in future shall be strictly complied with.	
3.4	Safety, Provident fund, ESI, Insurance and all statutory requirements and BHEL safety rules and regulations shall be taken care by the Inspection Agency. BHEL shall not be held responsible for any injury or damage that is caused to the staff/ property during the course of inspection or otherwise.	
3.5	No other pre conditions along with your offer will be entertained by BHEL.	
3.6	Contractor shall ensure all safety precautions in accordance with AERB regulations.	
3.7	Marking the defective region on the weld after evaluation of radiographs using the tracings with appropriate colour paint on the respective job.	
3.8	Contractor should submit radiation safety reports (including shield integrity of camera, deployed cameras, area & personnel monitoring etc) by first of every month.	
3.9	Contacto shall confirm acceptance of Reverse Auction (RA) process	
3.10	Un-priced bid to be submitted as per price bid format	

Signature with Seal of Authorized signatory of Contractor

10. Orders under the contract

All notices etc, to be given under this contract shall be in writing, type script or printed and if sent by registered post to the address given in the tender of the contractor shall be deemed to have been served on the date when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Works to be carried out

All labour, materials, tools, plant equipment and transport required for the execution of the work included in the unit price agreed herein-in-above. The Contractor shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work having entered into the contract. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

12. Labour

The Contractor shall remain liable for the payment of all wages or other moneys to his workmen or employees under the payment of wages Act 1936. Employees Liability Act 1938, Workmen's Compensation Act 1923, or any other Act or Enactments relating there to and rules framed there under from time to time. Evidences for P.F contribution and ESI coverage to the persons deputed for the work have to be provided during submission of bills.

The Contractor shall ensure adherence to all statutory requirements under the State rules in respect of service conditions for the employment of contract labour.

The Contractor shall also hereby undertake to get himself licensed from the appropriate authority as Contractor. It is understood by the contractor that for this agreement, to be effective the price condition is his fulfilling the condition of being licensed as a Contractor under State Legislation.

13. Safety and Security Regulations

The Contractor and his personnel shall strictly observe and follow during the pendency of the contract all the safety and security regulations and rules that area in force from time to time in the company.

14. Law covering the contract

This contract shall be governed by Indian Laws for the time being in force.

15. Subletting of Contract

The Contractor shall not assign, transfer, sub-let or attempt to assign, transfer or sub-let any portion of the work.

16. Cancellation of contract for Contractors default

If the Contractor makes default in carrying out the work as directed and contained in that state after a reasonable notice from AGM (Quality Control) or his authorized representative or fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing with orders properly issued there under, the AGM (Quality Control) may without prejudice to any other

right or remedy which shall have occurred or shall occur thereafter to the company cancel the contract or items or work in default from the contract. Whenever AGM (Quality Control) exercises his authority to cancel the contract, he may complete the work at the contractor's risk and cost, provided always that in the event of the cost (as certified by AGM (Quality Control) which is final and conclusive) being less than the contract cost, the advantage shall occur to the company. If the cost exceeds the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by the AGM (Quality Control) or the same shall be recovered from the contractor by other means.

17. Cancellation of contract for corrupt Acts

Any gift or offer of illegal gratification made by the Contractor or other on his behalf shall render the contract void; but shall not prejudicially affect any of the company's claims against the contractor.

18. Special Powers of Determination.

If at any time, the company shall for any reason whatsoever, not require the work to be carried out, the AGM (Quality Control) shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of fore-closing the work.

19. Damage/Pilferage of Materials

The contractor shall indemnify the company against loss, damage, breakage, shortage and pilferage of the company's materials while in custody of the contractor.

20. Recovery from the contractor

Whenever under this contract or otherwise any sum of money shall be recoverable from the contractor or payable by the contractor to the company, the same shall be paid on demand or shall be deducted from the bills then due to him either in particular contract or from any other contract which he has already entered into with the company or which may be entered into with the company in future.

20. Stamping the Agreement

The expenses of completing and stamping the Agreement shall be borne by the contractor.

21. The duties and obligations

The duties and obligations of each of the parties hereunder shall be suspended during such times as performance by either party is prevented, impeded by strikes, labour disturbances, riots, fire, governmental action, war acts of God or any other cause similar or dissimilar to the foregoing beyond the control of either party hereto. No such suspension, however shall suspend, alter or affect Contractor's right to receive payments for the work already executed.

22. Damage and loss to private property and injury to workmen

The Contractor shall at his own expenses, reinstate and make good to the satisfaction of the AGM (Quality Control) and pay compensation for any injury, loss or damage, occasioned to any property or rights whatsoever, including property and rights of company (or agents, servants of employees of the company).

The injury, loss, or damage arising out of or in any way in connection with the execution and further, the contractor shall indemnify the Company against all claims, enforceable against the



भारत हेवी इलेक्ट्रीकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी०एस०यू० एवं फ़ैब्रिकेशन प्लान्ट, औ० क्षेत्र० जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, U.P. -227817, India

company (or any agent, servant or employee of the company) or which would be so enforceable against the company as if the company is private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whosoever or property, including all claims which may arise under workmen's compensation Act or otherwise.
