

BHARAT HEAVY ELECTRICALS LTD., CFP-RUDRAPUR (UTTARAKHAND)



TENDER SPECIFICATION

FOR

**Painting Work of SPBD & IPBD and other items (Makeup Piece,
Shunt Ect), inside Rudrapur BHEL-CFP Rudrapur**

LIMITED TENDER ENQUIRY NO.: BHE/RU/PDN/2016-17/05, Date:-07.07.2016

VOLUME – I

TECHNO-COMMERCIAL BID

BHARAT HEAVY ELECTRICALS LTD.

**Component Fabrication Plant
Rudrapur – 263153 (Uttarakhand)
Phone: (05944) 257273, 257280, Fax: 243605**

DATE OF SUBMISSION OF BIDS – 15:00 hrs on 22.07.2016

DATE OF OPENING TECHNO-COMMERCIAL BIDS –15:30 hrs on 22.07.2016

Limited Tender Enquiry No.:- BHE/RU/PDN/2016-17/05, Dt:-07.07.2016

IMPORTANT NOTE

RECEIVER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT TO THE ISSUING AUTHORITY ANY DISCREPANCY IN TIME FOR CORRECTIVE ACTION, IF ANY BEFORE **19.07.2016**. TENDERERS TO PLEASE NOTE THAT THEY HAVE TO ACCEPT ALL THE TERMS & CONDITIONS OF THIS TENDER ENQUIRY AND OFFERS SUBMITTED WITH DEVIATIONS ARE LIABLE TO BE REJECTED WITHOUT ANY FURTHER DISCUSSIONS.

THIS TENDER SPECIFICATION IS ISSUED TO

M/s. _____

TENDER CONTENT

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BHARAT HEAVY ELECTRICALS LTD.

Component Fabrication Plant
Rudrapur – 263153 (Uttarakhand)
Phone: (05944) 257273, 257280, Fax: 243605

Section-I

By Courier / Hand / Regd. Post

NOTICE INVITING TENDER

TENDER ENQUIRY NO.: BHE/RU/PDN/2016-17/05, Dt:-07.07.2016

Dated:

M/s _____

Sub: Painting Work of enclosure & conductor of IPBD & SPBD & miscellaneous items inside Rudrapur BHEL-CFP Rudrapur.

Dear Sir

Bharat Heavy Electricals Limited has pleasure in inviting offers from interested and eligible bidders for the above work with your best binding price offer as per our specifications and term & condition mention tender document. Highlight of tender Document as per following:

1. **Tender Document:** Tender is invited in Tow Bid system, Volume-I of this tender inquiry contained Techno-Commercial Bid & Volume-II Price bid.
2. **Cost of Tender :** Nil
3. **Earnest Money Deposit (EMD):** EMD of Rs. 20,000/- is a must and shall be deposited along with the offer in the form of Bank Draft/Pay Order from any nationalized bank, in favor of BHEL Rudrapur.
4. **Scope of work:** Detail scope of work as per Annexure-I, Volume-I of this tender enquiry.
5. **Mode of Submission of Tender:** The tender should be submitted in Two Separate sealed covers for price bids/Techno-Commercial bids with mention bidder name and address as follows:
Envelope 1: "TECHNO-COMMERCIAL BID" (VOL-I), Envelope 2: "PRICE BID" (VOL-II)

These envelopes will be put in a larger envelope super scribing on this envelope "PRICE BID/TECHNO-COMMERCIAL BID FOR "Painting Work of enclosure & conductor of IPBD & SPBD & miscellaneous items inside Rudrapur BHEL-CFP Rudrapur" & to be sent to the following address:-

To,
Sr. Engineer (PDN),
BHARAT HEAVY ELECTRICALS LIMITED
COMPONENT FABRICATION PLANT
KICHHA BYPASS ROAD, RUDRAPUR
PIN-263153 (UTTARAKHAND)
Phone No. (05944) 257273, Fax: 243605

Clarifications if any, on the tender shall be sought by the bidders on or before **19.07.2015**. For the sake of understanding, it is clarified that the contents of the Letter inviting Tender is part of Tender terms and conditions.

6. **Last Date of Submission Tender:** last date of submission of this tender is **22.07.2016** before 15:00hrs. tender after due date & time will not accepted. BHEL, Rudrapur is not responsible for any type postal delay.

7. BHEL reserves the right to accept or reject any tender including lowest one, in part or full, without assigning any reason whatsoever.
8. The bidders are also to note the following:
 - a. The rates should be quoted neat and Clean. If any overwriting observe at the time of price bid opening offer shall be rejected.
 - b. Secrecy of BHEL information/documents to be ensured at all times.
 - c. The offer of the Bidder shall have to be kept valid for a period of 3 (three) months from the date of opening of Techno-Commercial Bid.

All the queries on the tender may please be sent to us latest by 19.07.2016 through email to himanshun@bhel.in.

Thanking you,

Yours Sincerely
For & on behalf of BHEL

Sr. Engineer (PDN)

Encl: One set of documents

SCOPE OF WORK AND GENERAL TERMS & CONDITIONS**(A) DETAILED SCOPE OF WORK:**

BHEL, Rudrapur intends to carryout Painting Work of IPBD & SPBD in Painting Booth, inside BHEL-CFP,Rudrapur with the help of Semiskilled & skilled workers supplied by contractor(s) on rate of Rs./SQM under category of Epoxy/Enamel & Matt Black.

I)	BHEL SCOPE OF WORK:
1.1	BHEL will Provide Paint, Thinner, and Red Primer as per requirement in measured Quantity.
1.2	BHEL will provide all tools involve in painting process like Paint Gun, Hand Grinder, Grinding & Buffing Wheels, Nose Mask, Hand Gloves etc.
1.3	Fork Lift Hydra with driver only as & when necessarily required for handling/shifting of ducts to work area of contractor and take the finished jobs out of the work area.
1.4	Electricity- Electrical Points as available in work area.
1.5	Paint Thickness & Adhesion Test to be performed by BHEL on the offered painted ducts.
1.6	Target completion will be mutually agreed with every assignment given by BHEL. In case any requirement to compress the schedule of activities to achieve project completion, BHEL decision in this regard will be final and the issue will not be open to arbitration.
1.7	Work assignments from BHEL will be communicated through email/hard copy as per the BHEL turnover targets.
2.0	QUANTITY TO BE EXECUTED IS AS BELOW:
2.1	Painting Work of Matt Black(50 micron) :80711 SQM
2.2	Painting Work of Enamel/Epoxy(50 micron) :42275 SQM
2.3	Painting Work of Enamel/Epoxy(15 micron) :10000 SQM
2.4	Duration of contract: One Year from the date of work order

II)	CONTRACTOR SCOPE OF WORK:
1.1	Depute Sufficient trained & experienced Semiskilled & skilled manpower which includes Supervisor, painter & helper to complete the assigned work.
1.2	PROCEDURE FOR PAINTING:
1.2.1	SURFACE PREPARATION:
1.2.1	Blowing by compressed air should be done for overall cleaning
1.2.2	Clean the surface with Acetone to remove the dry penetration test chemicals.
1.2.3	Clean the surface with General Purpose Thinner (White Spirit)
1.2.4	Emery paper of no. 180 can be used to remove oxide coating.
1.2.5	Wipe the surface with clean cotton cloth.
1.2.6	All the cut edges, weld spatters, any imperfection and layer of oxide from the painting surface shall be dressed by Sander (with 40 grit sanding sheet) so as to leave no sharp edges, dents, marks or protrusion.
1.3	GENERAL:
1.3.1	Primer coating should be done on the same day of surface preparation.
1.3.2	All paints, primers & thinners should be stored in original sealed containers with clear identification w.r.t., manufacturer's name, shade, expiry date, and instructions for mixing and application.
1.3.3	Do not use paints after the shelf life has expired.
1.3.4	Open the containers just before application and seal the same immediately after use.

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1.3.5	Thoroughly examine the surface to be painted prior to commencement of work. Correct any condition that may adversely affect cleaning & coating application.
1.3.6	Check at each step of painting operation before proceeding with the next step.
1.3.7	Verify that all painted surfaces are free from defects. If any defective area is found, repair and recheck before next operation.
1.3.8	Painting shall not be performed when the temperature is less than 3°C above the dew point of the surrounding air or when the relative humidity of the air is greater than 85%.
1.3.9	Paints shall not be applied within 50mm of edges which will later have to be welded. Such weld areas should be taped for a distance of 50mm on either side of the weld line.
1.4	PAINTING PROCEDURE (for external surface Epoxy/Enamel Paint Shed):
1.4.1	Etch primer: One coat of etch primer shall be applied within 3 – 4 hours after cleaning. Before application of Etch Primer coat, dust should be removed with brush / clean cloths. The thickness of the coat should be 5 – 10 microns.
1.4.2	First coat of primer (AA 56101 for synthetic enamel and AA 56105 for Epoxy Paint): First coat of primer shall be applied by spraying. Thickness of the coat shall be 15 – 20 microns. The painted surface shall be allowed to dry for approx. 4 hours.
1.4.3	Second coat of primer (AA 56101 for synthetic enamel and AA 56105 for Epoxy Paint): Second coat of primer shall be applied after 4 hours by spraying. The painted surface shall be allowed to air dry for approx. 4 hours. Thickness of the coat shall be 15 – 20 microns.
1.4.4	Final finishing coat of paint (AA 56126 for synthetic enamel and AA 56131 for Epoxy Paint): Finishing paint of required shade shall be applied after 4 hours by spraying. The painted surface shall be allowed to air dry for approx. 4 hours. Thickness of the coat shall be 25 – 30 microns. Total DFT of primer & finish coats shall be ≥ 65 microns
1.5	PAINTING PROCEDURE (for internal surface for enclosure and outer surface of conductor):
1.5.1	Etch primer: One coat of etch primer shall be applied within 3 – 4 hours after cleaning. Before application of Etch Primer coat, dust should be removed with brush / clean cloths. The painted surface should be allowed to dry for approx. 4 hours and the thickness of the coat should be 5 – 10 microns.
1.5.2	First coat of primer (AA 56101): First coat of primer shall be applied by spraying. Thickness of the coat shall be 15 – 20 microns. The painted surface shall be allowed to dry for approx. 4 hours.
1.5.3	Final finishing coat of paint (Matt Black): Two coats of Matt Black paint shall be applied after 4 hours by spraying. The painted surface shall be allowed to air dry for approx. 4 hours. Thickness of the coat shall be 40 – 50 microns. Total DFT of primer & finish coats shall be ≥ 50 microns
1.6	ACCEPTANCE CITERIA:
1.6.1	Painted surface shall be visually checked for defects like rundown, bubbles, blisters, wrinkles etc.,and for areas not covered by coat.
1.6.2	Dry Film Thickness (DFT) shall be checked after drying of final coat.
1.6.3	Adhesion test shall be carried out as per ASTM D 3359 – 83

(B) GENERAL TERMS & CONDITIONS:

- 1) Material issued to contractor by BHEL, will be under the responsibility of contractor till he returns the same to Production / Central Stores.
- 2) Contractor supervisor have to maintain data of issued paint material, Tools issued to him & finished good (Painted Ducts) on day to day basis.

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- 3) Contractor has to give paint material account to the concerned authority on weekly basis.
- 4) Contractor has to do painting on bus duct in side painting booth. His person should be technically competent to operate painting booth.
- 5) Contractor has to mobilize man power as per normal requirement and if needed he has to increase manpower as per production requirement.
- 6) Measurement of painted surface area taken by cylindrical formulae (In case of IPBD) and rectangular formula (in case of SPBD). painting of Inspection Windows, Channel rings, CT terminal Box & terminal Covers will not paid extra.
- 7) Shop supervisor from contractor side will co-ordinate with shift in-charge, BHEL, Production Shop for all his requirements i.e. targets of month, issue of raw material, required consumables, maintenance of tools, material handling & work verification on daily basis.
- 8) Contractor's employees may use BHEL's canteen facility after purchasing the requisite coupons upon payment.
- 9) Boarding, lodging & transportation facility of subcontractor's employees has to be arranged by contractor.
- 10) A work-register has to be maintained containing following information regarding IP ducts:
 - a) Date of receipt Painting & other material of painting along with Panting requisition of IPBD/SPBD
 - b) Date of inspection offered to BHEL.
 - c) Date of handing over of Painted IPBD & SPBD Enclosures/ Conductors to BHEL Production/Quality, with re-work/rectification incorporated as per the remarks of BHEL, Quality Deptt.
- 11) The assignment as received from BHEL has to be completed as per schedule of work and if needed has to be realigned with the revised targets of BHEL by working in co-ordination with BHEL in two shifts/three shifts.
- 12) **Cleaning of work area after completion of work is responsibility of subcontractor.**
- 13) Warranty: Not applicable.
- 14) Any loss/damage/intentional damages of BHEL's Tools & Plant during the execution of contract will be liable for recovery of cost involved, from the bills of contractor.
- 15) Other miscellaneous activities which have not been outlined in the scope but are necessary for completion of Fabrication of IPBD Enclosure / Conductor must be done by contractor free of cost.

(C) OFFER SUBMISSION IN RESPONSE TO INVITATION:

1. Offer to be submitted in two bids. 1.) **Techno-commercial bid & 2). Price Bid.**
2. **Techno-commercial bid** should contain signed & stamped pages of Annexure – I, Annexure – II, Annexure –III of volume-I & Un-price bid(Annexure-B) along with required **EMD (Rs20,000/-)**. Copies of other documents (like PF & Service tax reg. etc) as mentioned in Annexure – II to be attached.
3. **Price Bid** should contain only one filled price bid Annexure-A, of Volume-II duly signed & stamped.
4. Party to confirm their acceptance Detailed scope of work, general terms & conditions and other terms & conditions by signing and stamping all pages of Annexure – I (07 Pages), Annexure-II (01 Page) & Annexure –A (03 Pages).
5. Offer to be submitted in two separate sealed envelopes Addressed to Sr. Engineer (PDN) BHEL-CFP, Rudrapur. First Envelope containing Techno-commercial Bid with EMD amount, Tender No., due date, techno commercial bid & bidders name should be clearly mentioned on envelope. Second envelop contain only filled price bid & Tender No., due date, Price bid & bidders name should be clearly mentioned on envelope. Tender also has to be dropped in TENDER BOX placed in MM Deptt on or before due date & time.

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(D) EVALUATION OF OFFERS:

1. Technical cum commercial Bid shall be opened first on due date specified in NIT for technical evaluation.
2. Price Bid shall be opened only for Technical cum commercial Bid qualified bidders.
3. **L-1 Party selection will be on the basis of lowest overall offered price, received in price bid.**
4. *Offers not meeting Qualifying Requirements as per Annexure-II shall be out rightly rejected.*
5. Based on evaluation of the bids, successful bidder shall be awarded the contract.
6. Evaluation of 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 detail clearly.
7. If any Bidder submit revised price bid before due date and time in that case only revised price will be opened. Bidder has to clearly mention "Revised price bid" on the envelope.
8. If two or more sealed price bids are submitted by single bidder then BHEL will take final decision for opening of any one price bid.
9. If any bidder submits two or more price bid in one envelop then bidder will be disqualified for further consideration in this tender.
10. The BHEL reserves its right to negotiate with the Bidder against submitted offer.

(E) OTHER TERMS AND CONDITIONS:

1. Safety obligation for contractor and general environmental obligation for contractor, as applicable to BHEL shall also be applicable to contractor inside the BHEL,CFP Plant except for the terms & conditions mentioned herein which shall be applicable as per Annexure-I.

2. **Earnest Money Deposit (EMD):**

Earnest Money Deposit of Rs. 20,000/- is a must and shall be deposited along with the offer in the form of Bank Draft/Pay Order from any nationalized bank, in favor of BHEL Rudrapur. The EMD amount given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by successful bidders. The EMD deposited by successful bidders shall be converted & adjusted against Security Deposit. *Offers without EMD shall not be considered and shall be out rightly rejected*

3. **Payment Terms :**

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

1. Original Invoice with two copies.
2. Copy of work order.
3. Copy of work allocation annexure.
4. Copy of work completion certificate or Rout card.
5. Copy payment receipt of PF & ESI of Contractor Employee of work execution period.
6. Copy of Gate Attendance register.

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

SL NO	PAYMENT ON COMPLETION OF FOLLOWING:	% OF PAYMENT TO BE RELEASED
1	Total verified painted surface of Epoxy/Enamel or Matt Black on Square Meter basis A copy of the register & Route Card passed by BHEL, Qly. Department to be enclosed with the invoice.	100% against satisfactory completion of fabrication duly cleared by BHEL Quality in 30 days from the submission of bill.

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4. Security Deposit (SD):

Successful contractor shall submit the interest free security (S.D.) with BHEL before start of the work in form of cash/DD in favor of BHEL issued by scheduled banks in the name of contractor, A/C BHEL, duly discharged on the back based on the estimated value of work as per the following:

- Upto Rs. 10 Lakhs: 10%
- Upto Rs. 50 lakhs: 1 lakh + 7.5 % of the amount exceeding 10 lakhs.

Work can be started before security deposit is collected in case of small value contracts not exceeding Rs 10 Lakhs. However, payment can be released only after collection/recovery of initial 50 % Security Deposit.

The S.D. shall be refunded to the sub-contractor upon successful completion/termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).

5. **Jurisdiction:** All disputes, claims or actions arising out of under or in connection with this contract shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.
6. The contractor shall be deemed to make them self familiar with the plant conditions before actual start of work and is expected to take adequate safety precautions for persons employed by it during execution of the work at site.
7. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at site under the contract. The persons engaged by the contractor should not have any criminal Record/or involved in any activity subversive of law and order. The contractor shall be fully responsible for injury/loss of life & property BHEL/contractor's own persons/any other party caused due to acts & omissions of sub contractor or its employee during course of execution of work.
8. Compliance and payment of PF of sub contractor staff employed for the work shall be the exclusive responsibility of the sub contractor.
9. The sub contractor should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO-14001 and OHSAS-18001.
10. **Bidders are requested to furnish regret letter** through email/fax/speed post/courier, if for any reason they are not able to put forward their offer against this tender enquiry.

(F) RIGHT OF BHEL:

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

- i) To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
- ii) To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/ hired/ otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one week by BHEL, in the event of:-
 - i) Contractor's continued poor progress
 - ii) Withdrawal from or abandonment of the work before completion of the work
 - iii) Contractor's inability to progress the work for completion as stipulated in the contract
 - iv) Poor quality of work
 - v) Corrupt act of Contractor
 - vi) Insolvency of the Contractor
 - vii) Persistent disregard to the instructions of BHEL
 - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
 - ix) Non fulfillment of any contractual obligations

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- iii) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule.
- iv) To meet the expenses including BHEL overheads on the differential cost at 10%, over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained above. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- v) To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.
- vi) To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 10% on all such payments along with interest as defined elsewhere in the GCC.
- vii) While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation / extra payment on this account unless otherwise specified elsewhere in the contract.
- viii) In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be borne by contractor. ORC in such cases shall not be applicable for the period between the period of demobilization and remobilization. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- ix) In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract in following cases:
The balance works cannot be done within a reasonable period of time as they are dependent on reasons not attributable to the contractor. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone / stage payments) as mutually agreed, shall however be reduced from the final contract value

(G) SCHEDULE OF START AND COMPETION OF WORK:

SN	ACTIVITY	DATE OF COMPLETION
1	Mobilization of requisite manpower.	Within one week of receipt of W.O.
2	Painting Work of	Epoxy/Enamel Painting: Matt Black painting:
3	Duration of Contract	Twelve Month from the date of Work Order
4	Demobilization of manpower deployed	Within one week of completion of W.O. after obtaining no objection certificate from PDN department.

(H) Liquidated Damages (LD):

- i) If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value.
- ii) After getting painting annexure against work order or date of issue of raw material, contractor have finished the painting target within the no. of days mention on the annexure otherwise L.D. will imposed on contractor.
- iii) If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.
- iv) However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty / LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

(Signature & Stamp of Bidder)

Qualifying Criteria for Techno-commercial Bid

Sl. No	Description	Offer
1	Acceptance to Volume-I, Section-1, Annexure-I (Scope of work & General Term & Condition), Annexure-III (Contractor's Obligations) & Submit sealed Bid of Price Bid of Volume-II attach signed & stamped copies.	Accepted
2	Submission of EMD (Rs. 20,000/-) (Receipt copy to be enclosed)	Accepted
3	Bidder should have experience of painting of Al. Busduct enclosure & conductor. Bidder has to furnished proof of experience/execution of bus duct painting.	Accepted
4	Service Tax Registration no. (Enclose copy of certificate)	Accepted
5	Copy of PAN Card. (Enclose copy of Certificate)	Accepted
6	Copy of EPF registration. (Enclose copy of Certificate)	Accepted
7	Copy of ESIC registration. (Enclose copy of Certificate)	Accepted

Note: Non acceptance/submission of above is liable for rejection in T/C Bid.

Name of the Party: _____

Address of the Party: _____

Email ID: _____

Contact Person: _____

Phone No of
Contact Person: _____

Bank A/c No: _____

Bank Name: _____

Bank Address: _____

IFS Code: _____

(Signature of bidder with seal)

CONTRACTOR'S OBLIGATIONS**(A) CONTRACTUAL**

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

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- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

(B) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.

BHEL, CFP-RUDRAPUR

- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

BHARAT HEAVY ELECTRICALS LTD., CFP-RUDRAPUR (UTTARAKHAND)



TENDER SPECIFICATION

FOR

**Painting Work of SPBD & IPBD, inside Rudrapur BHEL-CFP
Rudrapur**

LIMITED TENDER ENQUIRY NO.: BHE/RU/PDN/2016-17/05, Date:-07.07.2016

VOLUME – I

Price Bid

BHARAT HEAVY ELECTRICALS LTD.

Component Fabrication Plant

Rudrapur – 263153 (Uttarakhand)

Phone: (05944) 257273, 257280, Fax: 243605

DATE OF SUBMISSION OF BIDS – 15:00 hrs on 22.07.2016

DATE OF OPENING TECHNO-COMMERCIAL BIDS –15:30 hrs on 22.07.2016

PRICE BID**(Tender Enquiry No.: BHE/RU/PDN/2016-17/05 Dt: 07.07.2016)****Due date 22.07.2016**

SL NO	DESCRIPTION OF WORK	RATE PER SQM OF PAINTING (Rs.)(A)	QTY SQM (B)	VALUE (Rs.)= AxB
1	As per Scope of work(Annexure-I), Painting work for enclosure & conductor of IPBD/SPBD inside BHEL, CFP, and Rudrapur Plant with the help of skilled & semi-skilled workers supplied by contractor			
a)	Painting of (Epoxy/ Enamel Surface)65Microns Min.		88500	
b)	Painting (Black Matt Surface) 50Mincrons min.		31704	
c)	Painting (Epoxy/ Enamel Surface) 15Microns min.		10000	
SUB-TOTAL (Rs)				
Service Tax (as applicable at present) @ 15.0%				
TOTAL ALL INCLUSIVE VALUE (Rs)				
In Words: Rupees				

- We confirm that all the terms & conditions of this tender enquiry are acceptable to us & we have quoted the rates accordingly.
- We confirm that we are aware of the site & the working environment.

(Signature & stamp of bidder)

UNPRICE BID**(Tender Enquiry No.: BHE/RU/PDN/2016-17/05 Dt: 07.07.2016)****Due date 22.07.2016**

SL NO	DESCRIPTION OF WORK	RATE PER SQM OF PAINTING (Rs.)(A)	QTY SQM (B)	VALUE (Rs.)= AxB
1	As per Scope of work(Annexure-I), Painting work for enclosure & conductor of IPBD/SPBD inside BHEL, CFP, and Rudrapur Plant with the help of skilled & semi-skilled workers supplied by contractor	—		
a)	Painting of (Epoxy/ Enamel Surface)65Microns Min.	—	88500	
b)	Painting (Black Matt Surface) 50Mincrons min.	—	31704	
c)	Painting (Epoxy/ Enamel Surface) 15Microns min.	—	10000	
SUB-TOTAL (Rs)				
Service Tax (as applicable at present) @ 15.0%				
TOTAL ALL INCLUSIVE VALUE (Rs)				
In Words: Rupees				

- We confirm that all the terms & conditions of this tender enquiry are acceptable to us & we have quoted the rates accordingly.
- We confirm that we are aware of the site & the working environment.

(Signature & stamp of bidder)