

Ph: 9972852685/080-25146145

NOTICE INVITING TENDERS

1	Tender Reference	BHEL/ESD/FS/AMC/STP/19-20 dtd. 23.10.2019
2	Name of the work	Job Contract for Operation and Maintenance of Sewage Treatment Plant at BHEL/ESD, Electronics city
3	Earnest Money Deposit (To be submitted along with technical bid)	- Rs.16,680/-
4	Last Date & Time for the receipt of Completed Tender	08.11.2019 2:00 PM
5	Date & Time for Tender Opening (Technical Bid)	08.11.2019 2:15 PM
6	Place of submission of completed Tender	Tender Box marked “Wednesday” kept at the reception of BHEL-ESD, Electronics City, Bangalore-100

This tender document contains 28 pages including the following.

I. Technical cum commercial Bid : Pages from 3- 27 (part-I)

- a) Information part (Page No. 3)
- b) Essential Criteria for Techno – Commercial Acceptance of Bid (Page No. 4 - 7)
- c) Instructions to tenderers, BHEL-GCC extracts, HSE policy (Page No. 8 – 25)
- d) Scope of Work and general conditions(Page No. 25 – 27)

II. Price Bid: Page 28 (part-II)-To be submitted in separate envelope

Note:

- 1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
- 2. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
- 3. Prices has to be quoted items wise separately as per price bid format page No. 32 only.
- 4. The rights to award contract either in whole or part rests with BHEL.
- 5. Part – 1 to be filled and submitted without leaving blank.
- 6. The Tenderers shall ensure the following

a) Put “Technical cum Commercial bid (Part – I)” and “Instructions to Tenderers” together in one envelope

b) Put “Price bid (Part – II)” separately in a second envelope.

- c) Both these envelopes shall be separately sealed and submitted by putting together in another sealed envelope
- d) All the sealed envelopes shall be properly identified with necessary information such as
 - 1) Tender reference
 - 2) Name of tender as “ Offer for Job Contract for Operation and Maintenance of Sewage Treatment Plant at BHEL-ESD ”
 - 3) Whether Technical cum Commercial bid or Price bid on the both the envelopes
 - 4) Date of tender opening

PART - I
TECHNICAL-CUM-COMMERCIAL BIDS
(To be furnished by the bidder)

Name of work : Job Contract for Operation and Maintenance of Sewage
Treatment Plant at BHEL/ESD, Electronics city

Tender Ref : BHEL/ESD/FS/AMC/STP/19-20 Dtd. 23.10.2019

A) Information Part :

SN	Particulars	To be filled by bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone No	
	Office	
	Residence	
	Mobile No.	
5.0	Email id.	

3.0	Is the firm registered as per ESI act	Yes/ No
	If yes to 4.0 indicate ESI Registration No.(Copies of registration certificate and latest monthly contribution receipt are to be enclosed)	
	Copies of registration certificate and latest monthly Contribution paid receipt for ESI enclosed or not	Enclosed/Not Enclosed/N.A.
4.0	Is the firm registered as per PF act	Yes/ No
	If yes indicate PF Registration No.(Copies of registration certificate and latest monthly contribution receipt is to be enclosed)	
	Whether copies of latest monthly contribution paid receipt for PF enclosed or not	Enclosed/Not Enclosed/N.A.
5.0	Security Deposit Clause(No.59 in the Instructions to tenderers) as per NIT	Acceptable/ Not Acceptable
6.0	Whether the tenderer has understood the scope of work as mentioned in NIT, and agrees to execute the work as per scope	Yes / No
7.0	Whether the contractor agrees to pay wages and allowances as per BHEL-EDN notified rates and statutory rules , as per instruction to the tenderers(Please see clauses. 51 to 56 of INSTRUCTIONS TO TENDERERS)	Yes/No
8.0	Payment terms as per Sl.No 61 of INSTRUCTIONS TO TENDERERS	Acceptable / Not Acceptable

9.0	On award of the contract, the contractor should pay wages to personnel deployed at BHEL-ESD on or before 7th of every month through direct bank transfer to employee	Acceptable / Not Acceptable
10.0	The payment of ESI and PF contributions as per the extant rules for the full contract period will be the sole responsibility of the contractor(see clause 45)	Acceptable / Not Acceptable
11.0	Whether the tenderer has agreed to submit EMD of Rs.16,618/- and has submitted the same along with Technical bid.(If not enclosed the tender will not be considered)	Submitted/Not Submitted
13.0	Whether the tenderer has agreed to submit security deposit immediately after receipt of the work order as mentioned in the tender document.	Agreed/Not Agreed
14.0	While quoting, contractor should consider all future increase in minimum wages,ESI/PF contributions ,ELs and other statutory Payments to be paid to the employees, during the contract period. No claim due to increase in above will be entertained	Agreed/Not Agreed
15.0	Whether the copy of PAN card enclosed or not	Enclosed/ Not Enclosed
16.0	Whether the tenderer agrees to comply with all safety standards as mentioned in the tender specification.	Yes/No
17.0	Whether the tenderer has enclosed the copy of Power of Attorney (If applicable).	Yes/No/NA

18.0	GSTIN (Copy of the same to be enclosed)	Enclosed/Not enclosed
19.0	If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill	Acceptable/ Not Acceptable
20.0	Taxes quoted in price Bid . Fill applicable %	IGST%----- Or SGST + CGST%---- ----- Or UTGST + CGST%-- -----
21.0	SAC Code	

Note : If any of the above mentioned criteria is not met satisfactorily, the bid will liable to be rejected

C) : Other Conditions:

1.0	Form of EMD furnished (cheque is not acceptable)	Cash /DD/ Pay Order
2.0	DD Particulars	
3.0	General Conditions of Contract & NIT	Acceptable/Not Acceptable

INSTRUCTIONS TO TENDERERS

Name of work: Job Contract for Operation and Maintenance of Sewage Treatment Plant at BHEL-ESD

1. Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to **DGM(FS), BHEL-ESD**, Hosur Road Bangalore – 560 100. **The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.**
3. **The offer shall be submitted in two parts**
 - a) **Technical and Commercial Bid**
 - b) **Price Bid**

The technical & commercial bid should not include prices.

The technical bid shall cover all the technical details like

- I. The Experience of the contractor – The tenderer should have experience in similar works
- II. The certificates received from the Government / Reputed organizations for having taken up similar work of equivalent value.
- III. The list of clients with their addresses, contact persons.
- IV. The list of works being done at present with the details of Contact persons and addresses.
- V. **The EMD in the form of DD drawn in favour of “Bharat Heavy Electricals Limited, Electronics Division” (EMD shall be enclosed along with Technical Bid only.)**
- IV. Prices shall be quoted in the price bid format enclosed and is to be put in a separate sealed cover
4. The contractor shall comply with all statutory regulations like ESI, PF, Contract Labour License (if applicable), Minimum Wages Act etc.,
5. **The rate quoted shall include the wages payable to the employees, Statutory Charges like ESI, PF, Bonus, Holiday & EL wages, etc.**
6. The contractor shall issue necessary Uniform, Safety appliances like Safety Shoes, Gum Boots, Acid & Alkali Proof Hand Gloves, Masks etc. to their workers for safe operation.
7. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.

8. **Please note that if the absenteeism exceeds more than 10 % for any 3 calendar months, the contract will be terminated with one month advance notice.**
9. The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), FAX /e-mail address, Mobile phone No. etc..
10. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
11. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
12. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account **of Goods & Service Tax etc.,** and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure 'C'). The tenderers shall fill amount of each item and the total on each sheet as also the grand total amount of the whole contract.
13. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
14. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract. **The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable**
15. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies arising from Acts, passed by Parliament or by State legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be entertained on any account.
16. (a) **The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.**

(b) Tenderers shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.

17. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderers responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work. (P.M / Break down work / any test requirement.
18. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.
19. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof
20. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
21. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
22. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.
23. **The Earnest Money Deposit shall be submitted along with Technical bid and may be furnished in any of the following forms:**
 - (a) **Pay Order / Demand Draft**
 - (b) **SB Collect**
24. Unless the Contractor whose tender is accepted Work Order within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
25. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited

by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

26. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
27. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
28. The contractors who are not on the approved list of contractors of this organization must submit the following testimonials simultaneously with their tenders. These testimonials shall be signed by the person (s) issuing the same indicating their name, designation and full address.
 - i. A certificate to establish that the tenderer is an independent contractor working on his own.
 - ii. At least 2 certificates from responsible officers of Government or firms of repute, regarding the tenderers capacity to undertake and carryout the work tendered for / similar work satisfactorily.
29. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
30. Tenders submitted by post should be sent by "Registered Post with Acknowledgement due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
31. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
32. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).
33. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

34. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
35. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
36. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
37. The expenses for completing the stamping the agreement shall be paid by the contractor.
38. Unless and otherwise stated all tendered work includes supply, erection, testing and commissioning of equipment as agreed to in the contract.
39. After completion of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
40. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
41. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc which are not covered in the Price Bid.. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
42. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
43. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure B.
44. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable ,equipment and after getting approval of connections from our Engineer-in-charge.
45. **The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect**

of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a “No due certificate” from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer”.

46. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.
47. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- 47.1 If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.
48. If applicable, the Contractor shall insure all his laborers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL
49. Any action brought in by anybody on BHEL regarding patent, right etc., used by contractor in execution of work shall be defended by the contractor and /or reimburse to BHEL the cost of the same.
50. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,
51. **As a welfare measure towards his workers who may be deployed under this contract the Tenderer must consider Rs.40/- per day per person for Transport Allowance and Rs.10/- per day per person towards Attendance Bonus and take it into account for the purpose of Estimate and the quoted rate shall be inclusive of the above incentives as well. Further, the Tenderer should include Washing Allowance @ Rs.125 per month per person payable to his**

Workers deployed under this contract in the estimation and quote unit rate inclusive of such allowance.

52. Contractor has to pay to the operator deployed, wages as per Safai Karmachari Wage rates. The current wage rate is Rs.731.76/day.

Category	Karnataka State Basic Wages for Safai Karmachari	Safai Karmachari VDA w.e.f. 01.04.2019	Safai Karmachari State Minimum Wages from 01.04.2019 (Basic + VDA)	Corporate Addl. payment	BHEL Wages for Safai Karmacharis' w.e.f. 01.04.2019
			(2+3)		(4+5)
	(Rs./day)	(Rs./day)	(Rs./day)	(Rs./day)	(Rs./day)
(1)	(2)	(3)	(4)	(5)	(6)
SK	540	68.68	608.68	123.08	731.76

This being a job contract, future increases in BHEL Safai Karmachari wages must be absorbed by contractor and no claim will be entertained for reimbursement of increased wages, ESI, PF and statutory payments. Contractor has to consider this in the quoted rates

Note: Minimum rates are revised by BHEL every six months/one year. The tenderer shall note that no claim for enhancement of statutory rates, on the ground that existing notified statutory rates have been increased, or that new statutory levies have come into effect after tender, will be entertained on any account.

BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

- 53. The contractor is required to pay minimum bonus @ 8.33% to the labourers engaged for this work as per provision of bonus act. This is to be paid within one month of completion of each year of contract period**
- 54. Salary to the workers is to be paid through direct bank transfer. The salary is to be paid before 7th day of every calendar month**
- 55. Contractor shall provide the PF no. and temporary ESI cards to his employees within 15 days of issue of work order. ESI & PF payments as per statutory requirements is the responsibility of contractor**
- 56. Workers are eligible for 1 EL for every 20 days of working. Accumulated ELs are encashable and to be paid to the workers deployed during or at the end of the contract.**
- 57. Goods and Services Tax (GST):**

58.1 BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.

58.2 The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.

8.3 The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.

8.4 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.

8.5 Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.

8.6 Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.

8.7 For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the invoice.

8.8 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC,

or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor alongwith interest levied/leviable on BHEL.

8.9 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

59. SECURITY DEPOSIT

Security deposit is 5% of contract value and may be furnished in any one of the following forms

- II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL
- III. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- V. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C. BHEL, duly discharged on the back.

Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be

deposited before start of the work and the balance 50% may be recovered from the running bills.

EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The Security deposit shall not carry any interest.

NOTE:

Acceptance of Security Deposit against Sl. No. (iii) and (v) above will be subject to hypothecation

or endorsement on the document in favour of BHEL-EDN. However, BHEL will not be liable

or responsible in a for the collection of interest or renewal of the documents or in any other

matter connected therewith.

60. 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

61 . PAYMENT TERMS:

Payment will be made within 45 days of bill submission , on satisfactory completion of the services and submission of following documents

- a) 2 nos. Original Invoices
- b) 3 Photocopies of PF & ESI challan
- c) 3 Photocopies of attendance register
- d) 3 Photocopies of monthly wages statement of payment to your employees
- e) 3 Photocopies of ECR(Electronic Challan cum Returns) for ESI and PF

62. MSME 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 at page No.53) 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 benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

ANNEXURE: 'B'

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration from an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

ANNEXURE 'C'

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to employees employed by him wages not less than minimum wages as defined in the Contractor's Labour Regulations/ Minimum Wages Act.

The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employees contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees, State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances towards PF under his Code Number only.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any from /Register /Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labor Regulations and/or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labor Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. Before commencing the work, contractor submit a “SAFETY PLAN” to the authorized BHEL Official. The ‘Safety Plan’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contractor BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-
 - (i) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.
 - (iii) Safety Shoes conforming to IS – 1989: 1978.
 - (iv) Eye and Face Protection devices conforming to IS – 8520: 1977 and IS – 8940: 1978.
 - (v) Hand and body protection devices conforming to: IS
– 2573: 1975
IS – 6994: 1973
IS – 8807: 1978
IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The Contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

The contractor shall adopt all fire safely measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from

payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If Safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

ANNEXURE 'A'

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provide for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein. Before mentioned and as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager willing to act as such Arbitrator. There will be no unwilling to act to the sole Arbitrator so appointed is an employer of BHEL to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director/General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from to time with consent of the parties extend the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract

ANNEXURE: 'C'

In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/ substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

June 5, 2018

Dr.Nalin Singhal
Chairman & Managing Director

ANNEXURE – D

GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject items/system with detailed scope of supply as per enquiry specifications, BHEL proposes to resort to “REVERSE AUCTION PROCEDURE” i.e., ONLINE BIDDING ON NETWORK, before finalizing the purchase order on technically competent bidders as per the guidelines given below:

1. Reverse auction procedure shall be applicable for 2 part bid tenders only.
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate, BHEL will engage the services of a service provider, having network all over the world. The online bidding can be done from the vendor's respective offices on their computers with internet facility or at any of the cyber café, for which services provider's representative will provide all necessary training and assistance before commencement of on line bidding. Training is free of cost.
3. Vendors have to fax the compliance form in the prescribed format (provided by Service provider) before start of reverse auction. Without this, Reverse Auction will not be started. Delay in fixing the above will lead to disqualification.
4. BHEL will send the Auto formulated EXCEL sheet which will help to arrive at “Total Cost to BHEL” like Basic Materials Cost, Packing & forwarding charges, Excise duty, Sales tax/VAT, Freight charges, Insurance (by BHEL), Service Tax for Service,(-) ED disclaimer if any, loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
5. Reverse Auction will be conducted on mutually agreed schedule and time.
6. After Reverse Auction is conducted, successful bidder has to FAX the filled- in Excel sheet showing the final value accepted in Reverse Auction with breakup of each element as indicated in SL No.4 above to the service provider within 48 hours of auction without fail.

Note: No Charges are allowed in rate of excise Duty, Sales Tax, Freight, Insurance, Service Tax and loading factors after auction is completed.

7. After the reverse auction is conducted, the bidder whose price is lowest (total cost to BHEL, after considering all factors as per enquiry including loading factors for deviations to BHEL standard Commercial Terms & conditions), BHEL will process the tender as per BHEL purchase norms. Purchase order will be issued without loading factors for deviations.

Note: BHEL will also reserve the right to open the sealed price offer submitted by the vendors for comparison purpose, if deemed necessary, without any intimation to the technically and commercially accepted bidders.

8. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and Price impacts (if any) already. Submitted and available with BHEL shall only be opened as per BHEL's standard practice without seeking anymore price impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.

9. Training by service provider will be given only for the subsequent reverse auction. Training will not be given for a company which has already taken training for the FIRST REVERSE AUCTION conducted by BHEL-EDN, Bangalore.

10. Activities involved in Reverse Auction:

- a) BHEL will inform the vendor in writing, the Service provider's information to enable them to contact & get trained. Along with above information Business rules/policy also will be sent.
- b) Vendors have to contact Service provider and send Compliance form for having understood Reverse Auction procedure and ready for auction.
- c) BHEL will send the Auto formulated Excel sheet (blank format without prices) as mentioned in SI No.4 above to the respective vendors.
- d) Vendors have to fill-in the Excel sheet (provided by BHEL) including loading factors and get ready for reverse auction.
- e) Date & Time of reverse Auction and Website address will be intimated by Service provider.
- f) Bid decrement will be indicated in the website after the Sealed bid is over and before start of Reverse auction.
- g) Vendors will have to key-in the "Total cost to BHEL" (as worked out in the Excel sheet mentioned in SI No.4 above) in the "Sealed Bid" of the Reverse Auction within specified time duration of 20 to 30 minutes. After "Sealed Bid" auction, the lowest bidders value or BHEL's start bid price will be the starting bid value for the commencement of Reverse auction(English Reverse).
- h) At the end of Reverse auction time (English Reverse), the lowest bidder will be known on the network.
- i) Successful bidder has to fax filled-in EXCEL sheet showing the final value accepted in the Reverse auction with breakup of each component within 48 hours of completion of the Reverse Auction without altering any of the terms to the service provider. Any alterations will be taken as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL for the period of 2 Years.
- j) The loading factors for non-conformance to BHEL standard commercial terms are only for arriving at lowest bidder. In the event of purchase order, same will be issued without loading factor values indicated in EXCEL sheet. We repeat PO, will be issued for scope of Supply + Packing & Forwarding charges if any, Excise duty, Sales tax, Service tax for service and Freight Insurance. Insurance will be to BHEL account.

11. This tender BHEL-ESD Proposes to resort to (Reverse Auction Procedure) that is online bidding on network to finalize the tender on technically and commercially Competent Vendor

Scope of work:

The scope of work includes the Operation and Maintenance of the Waste Water Treatment Plant(75 KLD capacity) by deploying the following personnel.

- A) One operator cum mechanic(**Skilled person with Safai Karmachari Wages**) shall, in General shift, on all 602 days (except 103 Sundays & 24 Holidays), having experience in the Operation & Maintenance of similar plant.

The contractor shall also depute his engineer, at least once in a week, to visit the plant and give supervise and give technical guidance to the operator cum mechanic to maintain the plant to achieve the desired results.

The shift operator shall,

01. Operate the equipment as per the instructions given in the Operation Manual.
02. Carryout necessary tests periodically.
03. Record the parameters in the log book.
04. Carryout necessary adjustment/rectification to maintain the healthiness of the plant if the parameters are not meeting the requirements.
05. Upkeeping of the plant.
06. Removal, shifting & disposal of the sludge from the bar screen chambers at the inlet of the sewage sump and at the grid channel.
08. Carryout preventive maintenance of the equipment such as pumps, aerator, gearboxes, filters, valves, chambers etc., by providing/changing oil, grease, packing gland, bush etc., periodically as per the instructions given in the O & M Manual.
09. Attend to any minor breakdown both electrical & mechanical.
10. In case of major breakdown, arrange for removal of the motor, gear box, pumps etc., hand it over to BHEL for repair.
11. The operator shall report to the BHEL executive / supervisor in charge of the Sewage Treatment Plant, about the performance of the plant every day.
12. Major works like rewinding of motor, repair of the pump / gear box, replacement of spares, electrical components in the panel will be under taken by BHEL. However dismantling of the equipment and re-assembly after repair will be done by the contractor.

The Material / Chemical supplied by contractor as list below.

- a) Hypochlorite per day 3 ltrs. – 939 ltr per year
- b) Simple lab glass were viz. Imhoff cone measuring jars etc.
- c) Chlorine test
- d) Stationery viz. Plant maintenance log book, maintenance personnel address, analysis reports etc.
- e) Lubrication/oil for compressors,Pumps, motors, gear box
- f) Gland packing, gaskets, star bush etc.

Two pair of uniform, One pair safety shoes and two pair of socks to be distributed to the operator.
One bathing soap(125g) to be distributed to the operator monthly

Penalty for non-deployment of operator will be Rs.1500/- per day

In addition to the above works following routine cleaning to be done by the contractor

	Cleaning Works	Frequency
1	Pre filter Water Tank Cleaning	Yearly 4 times
2	Settling Tank Cleaning	Yearly 4 times
3	Cleaning of Dual Media Filter	Once in 2 years

Part II

Price Bid

Part A

Sl.No.	Name Of Work	Basic Rate Per Month(R) in Rs.	Price For 2 Years(R X 24) in Rs.
1	Operation and Maintenance of STP by 1 Skilled Operator with Safai karmachari Wages		
	GST @.....%		
A	Total Price Inclusive of GST		

Part B

Sl.No.	Name Of Work	Basic Rate Per Service in Rs.	Price For 2 Years
1	Treated Water Tank Cleaning(Yearly 4 times)		
2	Settling Tank Cleaning(Yearly 4 times)		
3	Cleaning of Dual Media Filter(Once in 2 years)		
	Total		
	GST@.....%		
B	Total Price Inclusive of GST		

Total Price (A+B) Rs.....