



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

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RD-DP-MPX-F-04

ENQUIRY

Ref: 651950811

Date 31-12-2019

Enquiry for Job contract for providing manpower for assistance in operation and maintenance works.

Enquiry No: 651950811 Enquiry Date : 31-12-2019 Due Date: 21-01-2020 Indicative Delivery Date : 15-02-2020

Sl.No	Item Description	Unit	Qty
1	Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for Telephone exchange / network.	UNIT	604
2	Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for 500kVA diesel generator set.	UNIT	604
3	Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for Electrical department works.	UNIT	604
4	Charges for providing above services	NO	1

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate, BHEL R&D. In case you are not in position to submit the offer, please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Virendra Dixit



ENQUIRY & QUALIFYING CRITERIA

Volume - 1
Enquiry No
651950811

Job contract for providing manpower for assistance in operation and maintenance works.

1	Tender inviting officer / Authority, Designation and Address	Additional General Manager(CWC) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for Telephone exchange / network. - 604 UNIT 2) Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for 500kVA diesel generator set. - 604 UNIT 3) Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for Electrical department works. - 604 UNIT 4) Charges for providing above services - 1 NO
3	Enquiry Reference no.	651950811
4	Indicative Delivery Date	15-02-2020
5	Due date, Time and place for submission of tender	21-01-2020 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(CWC), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 21-01-2020, 2 PM
		Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: a. Signed General Terms & Conditions (GTC) b. Filled and Signed Commercial Terms & Conditions (CTC) c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)

7	Mode of Submission of Tender	d. Signed commercial bid e. Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments. 1) One attachment shall contain - Signed General Terms & Conditions (GTC) - Filled and Signed Commercial Terms & Conditions (CTC) - Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) - Signed commercial bid - Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.
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PRE QUALIFYING CRITERIA(PQC)

Volume - 1
Enquiry No
651950811

Job contract for providing manpower for assistance in operation and maintenance works.

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Turnover and Experience	As per Annexure-1 of tender document.	
2			
3			
4			
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	

Signature of the bidder with Seal & Date



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1
Enquiry No
651950811

Job contract for providing manpower for assistance in operation and maintenance works.

SL.No.	Clause	BHEL REQUIREMENT
1	Preference to Make in India	For this procurement, Public Procurements (Preference to make in India), order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.
		The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women. The definition of MSEs owned by women Entrepreneurs is clarified as under: i. In case of proprietary MSE, Proprietor shall be woman ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit. iii. In case of private limited companies, at least 51% shall be held by Women Promoters. (Such enterprise will have to submit relevant document for proof of women ownership during offer submission) In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed

2	Preferences to MSEs	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. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. " Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories: (a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by other than above two categories The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.) If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.
3	General	a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection. b. We, BHEL R&D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 & Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison. c. Taxes & Duties quoted will be taken for evaluation of landed cost & order placement and no change will be entertained later

		except in the case of changes made by the government. However please note that we are availing cenvat credit for service tax and hence service tax will be excluded in calculation of landed cost to BHEL. In case any Taxes/ Duties exempted, a self declaration for the same may be attached to the offer. Changes in taxes and duties because of the changes in turn over etc will be to supplier's account. d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change. e. BHEL R&D do not issue 'C' form . f. L1 status shall be decided on Cost to BHEL Basis.
4	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
5	Discrepancy in words and figures	(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
6	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
7	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
		In case the supplier withdraws their offer before placement of

8	Withdrawal	order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
9	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
10	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
11	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
12	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
13	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
14	EMD	Submission of earnest money deposit (EMD) along with offer is required. EMD is to be deposited in cash (as permissible under IT act), or by pay-order/Demand Draft drawn in favour of BHEL R&D, Vikasnagar, Hyderabad 500 093. EMD amount will be returned to all unsuccessful bidders after placement of order. EMD amount shall not carry any interest. EMD by the Tenderer will be forfeited as per NIT conditions, if: i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. EMD amount is Rs. 25605
		Successful bidder shall submit a security deposit at the time of

15	Security Deposit	release of order and the amount will not carry any interest. The amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit. Modes of Deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) vi)vi)Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the security deposit should be deposited before the start of the work and the balance 50% will be recovered from the running bills. g. EFT as per mode of payment (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
16	Fraud Prevention Policy	The Bidder along with its associate/collaborators/sub- contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
17	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1
Enquiry No
651950811

Job contract for providing manpower for assistance in operation and maintenance works.

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Late Delivery Penalty Clause	Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services along with applicable GST thereon shall be recovered.	
2	Payment terms for Indian Offers	Vendor to indicate appropriate applicable HSN code for Goods as well as SAC for services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno-Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.	
		BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer	

Reverse
Auction

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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non- submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on

		www.bhel.com).	
4	Two part	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1) First Cover shall contain: - Signed General Terms & Conditions (GTC) - Filled and Signed Commercial Terms & Conditions (CTC) - Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) - Signed commercial bid - Copy of Price-bid with price(s) cells blank (un-priced price bid) as per annexure 2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man- day or charges per engineer per day etc as per annexure. If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE, JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered. The e-mail offers should have two attachments.	

		1) One attachment shall contain - Signed General Terms & Conditions (GTC) - Filled and Signed Commercial Terms & Conditions (CTC) - Filled and Signed Vendor Specifications against BHEL Specifications (Item wise) - Signed commercial bid - Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure 2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man- day or charges per engineer per day etc as per annexure. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.	
5	Validity of Offer	90 days from date of techno-commercial bid opening.	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

Volume - 1
Enquiry No
651950811

Job contract for providing manpower for assistance in operation and maintenance works.

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	SP1	The tender is non divisible	
2	SP2	Tenders received without EMD are liable for rejection. For Service Contract, bodies specified my Ministry of MSME including MSEs shall be exempted from paying minimum EMD.	
3	SP3	Contractors engaged at BHEL R&D shall pay Earnest Money Deposit. EMD will neither be adjusted against their pending bills nor be transferred from one work to the other	
4	SP4	If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.	
5	SP5	The Earnest Money will be retained in the case of the successful tenderer and will be converted to part of security Deposit for the due performance of the contract. EMD and SD will not carry any interest. Deposits will be dealt with as provided in the conditions attached to the tender. The Earnest Money will be refunded to the unsuccessful/ technically rejected	

		tenderer after the intimation of rejection.	
6	SP6	BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on account of noncompliance of PQR terms	
7	SP7	Only Indian Suppliers can participate in the tender.	
8	SP8	The tenderer shall make himself or his representative available at the office of the AGM (CWC) for tender related clarifications as per written/oral intimation to him.	
9	SP9	The successful tenderer shall make himself available at the office of AGM (CWC) for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.	
10	SP10	EMD by the Tenderer will be forfeited as per Tender Document if:- a) After opening the tender, the Tenderer revokes his tender within the validity period or increases his quoted rates. b) The tenderer does not commence the work as per LOI/Contract schedule. In case the LOI/contract is silent in this regard then within 15 days after award of contract. EMD shall not carry any interest. EMD of the successful tender shall be converted and adjusted against the security deposit. Note: Acceptance of Security Deposit against Sl. No.(iv) and (vi) above will be adjusted to Hypothecation or endorsement on the documents in favour of	

		BHEL R&D. However, BHEL R&D will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith	
11	SP11	EMD will be retained to keep the offer open for a period of 90 days from the date of opening of the tender; it being understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to Tender in consideration of the above stipulation on his part and that he shall not alter or modify the terms and conditions thereof in a manner not acceptable to AGM (CWC) Should the tenderer failed to observe or comply with the foregoing stipulation, the aforesaid amount of EMD shall be liable to be forfeited.	
12	SP12	Tenderer shall pursue carefully the instructions provided in 'Direction to Parties Tendering' and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Annexure-5. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering.	
13	SP13	AGM (CWC) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.	
		The offer shall be valid for a	

14	SP14	minimum period of 90 days from the date of opening of the tender.	
15	SP15	RISK PURCHASE: BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation. a) If at any time during the period of the contract, the bidder fails to tender all or any of the services required under the scope of work and the contract is unsatisfactorily in the opinion of BHEL, whose decision shall be final and binding on the bidder, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit. b) To recover the dues from the bidder, from any payments due to the bidder under this or any other contract or from the Security Deposit. c) To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract	
		A. Civil Tender box is located at Security Control Room for submitting Tenders. B. Tenders would be received in two-bid system / Open tender 1. Technical bid (First sealed envelope / cover) should contain All pages of the tender duly signed (including unpriced bid in Schedule – A) along with EMD and supporting documents 2. Price bid (Second sealed envelope / cover) should contain only Annexure 3– with rates and prices. 3. Envelopes should be super-scribed with Tender Enquiry No and date C. Tender opening On the day of opening, only technical bids (first envelope) would be opened. The technical offers would be evaluated for compliance to technical requirements and terms and conditions of contract. Gaps if	

16	SP16	any would be clarified from the vendor during technical scrutiny. Un- acceptable offers would be rejected without any notice. On scrutiny and acceptance of the technical bids, price bids of accepted parties only, would be considered for opening. Date of opening of price- bids will be intimated to the qualified parties, separately. The technical-bid consists of technical schedules requiring documentary proof. In case the contractor/agency has not satisfied all the conditions along with documentary proof, the tender will be rejected. Technical and price bids must be in two separate covers, clearly marked as "Technical-bid" and "Price-Bid". The tender notice / item number for which offer is submitted shall also be clearly written on top of the covers. Common or mixed tenders (with both technical and price bids in one envelope technical-bid containing prices offered as in one part bid), if received will be REJECTED. The technical-bid shall also include un-priced price-bid to indicate true style in which price-bid has been submitted. All pages of the price-bid document shall be signed and stamped by the tenderer at the bottom of the page.	
		BHEL's General Conditions of Contract as enclosed shall apply for this work. Income Tax will be deducted as applicable. GST will be deducted as applicable. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time. Discrepancy in words and figures (c) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the	

17	SP17	quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly. (d) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; (c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above. (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored	
18	SP18	The contractor will be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and other relevant Acts. Further in case BHEL R&D as principal employer has to pay any amount to any agency for non-fulfillment of any of the provisions of the above referred Act, I/We authorize BHEL R&D to deduct the amount from my/our bills or I/We, will pay the amount of BHEL R&D. Force majeure, like natural calamities duration of period of delay of work shall be considered	

OTHER SPECIAL CONDITIONS
OF CONTRACT 1 THAT the contractor shall undertake to maintain the following registers as per prescribed Proforma 1.1 Register of workmen (Form xiii) 1.2 Muster Roll (Form xvi) 1.3 Wages Register (Form xvii) 1.4 Leave Register 1.5 Register of Over time and deductions 2 THAT the company after proper checking of the bills submitted by the said contractor will pay to him during the progress of the said work, at the said contract rates and agreed terms of payment, a sum as determined by the company in respect of the work executed by the contractor. 3 THAT the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (letter of Intent) has been communicated to the said contractor. 4 THAT whenever 19 under this contract or otherwise any sum of money shall be recoverable from or payable by the contractor the same may be deducted in the manner as set out in the conditions of contract as aforesaid. 5 THAT all charges on account of Octroi, Terminal and Sales-Tax other duties on materials obtained for the works shall be borne by the said contractor. 5.1 It is also agreed between parties that the second party to the contract will ensure adherence to all statutory requirements under the State Rules in respect of service conditions for the employment of contract labour. The second party also hereby undertakes to get himself licensed from the appropriate authority as a contractor in accordance with A.P. Contract Labour (R&A) Rules, 1971. It is understood by the second party that for this agreement to be effective, the prime condition is his fulfilling the condition being

SP19

licensed as a contractor under the state Legislation and the continuance of the agreement is subject to his sustained ensurance of the agreement is subject to his sustained endurance of fulfillment of all statutory requirements including those contained in Labour Commissioner's Notification No.8385/79 in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service Conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respectof absorbance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination in regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time. 5.2 The Contractor shall ensure abidance by all the labour laws especially including contract Labour (R&A) Act, payment of wages, Workmen's Compensation Act, Minimum wages Act, as amended from time to time. 5.3 The contractor will obtain a separate provident fund code for his establishment and ensure implementation of provident fund Act in the case of all eligible employees and in the process shall conform to all the stipulated conditions under the PF Act and rules framed there under. 5.4 Notwithstanding clause (c) above in case of any financial loss incurredby the company on account of the contravention of the

		provident fund regulations or any regulation of rules touching the same by the contractor, the contractor shall undertake to indemnify the company to the extent of the loss incurred by the company.	
20	SP20	The tender is subject to attached compensation clauses	

Signature of the bidder with Seal & Date

Compensation Clauses

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

- a) *Victim: Any person who suffers permanent disablement or dies in an accident as defined below.*
- b) *Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.*
- c) *Compensation in respect of each of the victims:*
 - (i) *In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)*
 - (ii) *In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)*
- d) *Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act. 1923."*

Signature of the bidder with Seal & Date

GST CLAUSES:

The following to be mentioned under Separate Head: Taxes & Duties- GST Clauses in the NIT.

- a) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) 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 shall be recoverable from vendor/contractor alongwith interest levied/leviable on BHEL.
- c) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- e) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- f) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO

Corporate R&D GST Registration numbers: GST compliant invoice shall mention the
GST registration number of Corporate R&D: 36AAACB4146P1ZG
- g) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- h) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

Signature of Contractor



ITEM SPECIFICATIONS

Volume -
2 Enquiry
NO
65195081

Job contract for providing manpower for assistance in operation and maintenance works.

1

SL.No.	Item		
1	Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for Telephone exchange / network.		
	sl no	Descriptions	BHEL Specifications
	1	Providing Services for assistance/help in maintenance works in BHEL R&D campus for Telephone exchange / network.	Providing Services of one skilled manpower for assistance/help in maintenance of telephone exchange/network which includes the following operations, for 604 days. • Assistance in rectification of line faults • Help in rectifying day to day complaints • Helping in telephone lines shifting & cable works in cabinets • Assistance in jumpering work and breakdown works
2.	Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for 500kVA diesel generator set.		
	sl	Descriptions	BHEL Specifications
		Rate contract for providing assistance in	Providing Services of one semi-skilled manpower for assistance/help in maintenance of 500 KVA DG Set which includes the following operations, for 604 days. • Assistance/help in

	1	operation and maintenance works in BHEL R&D campus for 500kVA diesel generator set.	checking daily oil level, coolant level • Topping up of oil, coolant • Trail run, monitoring of loads, load shifting • Assistance in cable works & switches replacements in emergency power panels at DG set area • Help in DG tank maintenance work etc.	
3	Job contract for providing assistance in operation and maintenance works in BHEL R&D campus for Electrical department works.			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Rate contract for providing assistance in operation and maintenance works in BHEL R&D campus for Electrical department works.	Providing Services of one semi-skilled manpower for assistance/help in electrical department works which includes the following operations, for 604 days. • Assistance in movement of electrical items like panels, switches etc. • Help in unscheduled electrical breakdown work, • Help in maintaining earth pits of different labs • Assistance in replacement of English Electric/Siemens/L&T switches etc.	
G	General Specifications			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	Tender document	As per Annexure-1 to Annexure-10.	

Signature of the bidder with Seal & Date



Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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 be opened as per BHEL standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Quotation in sealed covers are invited for “Providing manpower units for maintenance of 1) Telephone exchange / network 2) 500kVA diesel generator set 3) Electrical department works for a period of 604 days” at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad 500093, as per specifications mentioned from Annexure-1 to Annexure-10.

Annexure: 1

1. PRE-QUALIFICATION CRITERIA-

1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the annual value of estimated cost (30% of annual value of estimated cost of Rs. 6,40,127 = Rs. 1,92,038).

2. **EXPERIENCE-** Experience of having successfully completed similar works during last seven years ending previous day of last date of submission of application should be either of the following:

a) Three similar completed works each of value not less than 40% of annual value of estimated cost (40% of annual value of estimated cost of Rs. 6,40,127 = Rs. 2,56,051) put to tender

OR

b) Two similar completed works each of value not less than 50% of annual value of estimated cost (50% of annual value of estimated cost of Rs. 6,40,127 = Rs. 3,20,064) put to tender

OR

c) One similar completed works of value not less than 80% annual value of estimated cost (80% of annual value of estimated cost of Rs. 6,40,127 = Rs. 5,12,102) put to tender.

d) Copy of completion/performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy alone is not adequate.

Similar Works- Supply of manpower (Skilled/semiskilled). If the similar work is combined with any other works in the completion/performance report, then the completion/performance report shall clearly mention the value (Not the percent) of the similar work out of the total work.

Quotations shall be submitted latest by 12.00 Hrs. on or before the due date, in two parts as follows:

3. **PART-I TECHNICAL BID (AS PER ANNEXURE: 4):** This part shall contain the following:

a) Complete tender documents (except Price Bid (Annexure: 3)) duly signed and stamped by the Contractor.

b) All the documents enlisted in 1 & 2, under Pre-Qualification Criteria. Non submission of these documents above will enable the Contractor for disqualification of their Quotation.

c) The Undertaking (Annexure: 10) on the Letter Head of the Contractor, on the following Shall also form a part of Part-I bid, stating:

-that the Contractor will abide by all the laws of land relating to employment of labor for which BHEL will not be responsible.

-that the Contractor has submitted price bid in prescribed format given at Annexure: 3 (No deviation shall be permitted and if noted subsequently, it will be treated as “Non-responsive”). This part shall be submitted in a Sealed Cover with Contractor’s Seal, super scribed as “Part-I Technical Bid” with correct Enquiry number and date.

Signature of the Contractor

3. PART-II PRICE BID (AS PER ANNEXURE: 3)

Part-II, Price Bid shall contain Prices only as per Price Format (Annexure: 3) and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a Sealed Cover with Contractor's Seal, super scribed 'Part-II Price Bid' with correct Enquiry No. and Date.

Both the Sealed Covers, Technical Bid & Price Bid shall be put in One Sealed Cover and super scribed as "**Quotations for** providing manpower units for Maintenance of 1) Telephone exchange / network 2) 500kVA diesel generator set 3) Electrical department works for a period of 604 days i.e. 02 (two) years from. 01.04.2020 to 31.03.2022" at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad 500093 **and "Enquiry No. and Date."**

TERMS & CONDITIONS

1. SCOPE OF CONTRACT:

Providing skilled/semiskilled manpower unit for maintenance of 1) Telephone exchange / network 2) 500kVA diesel generator set 3) Electrical department works for a period of 604 days at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad 500093, Lab Complex as per Schedule of Work (Annexure: 5).

2. SPECIFICATIONS OF MANPOWER UNIT TO BE PROVIDED:

The Labor will be provided by the Contractor as per the Schedule of Work (Enclosed as Annexure-5) shall include the following:

- a. The Contract Labor shall be available in all working days and will be managed in 01 shift of 8 hours daily, with 03 Units (01 units of Skilled Personnel +02 units of semi-skilled personnel) of manpower in the shift. The Contractor shall ensure maintenance of daily Attendance and all other Registers/records as per the requirement of BHEL R&D.
- b. The Contract Labor shall be suitably qualified to operate and carry out the work as mentioned in "Schedule of Work(Annexure 5)" BHEL will select the persons according to their suitability for the work.
- c. The contractor shall ensure that his employee will follow and comply with all BHEL discipline and safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any objection or contest or reservation. In case of any difference between statutory requirement and BHEL Safety Rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

3. AWARDING OF CONTRACT

- a. Contract will be awarded on fulfilling the rules and regulations of the BHEL

4. CONTRACT PERIOD:

- a. The contract execution period will be for 604 working days i.e. 02 (two) years from. 01.04.2020 to 31.03.2022.

5. PAYMENT TERMS

- a. BHEL shall reimburse the Basic, VDA and other payments as per the Minimum Wage Structure of Telangana State Government prescribed and revised from time to time (Annexure: 3).
- b. Contractor shall submit the bills to BHEL as per the actuals units (Given in Annexure-3) consumed, latest by the 5th day of each month. BHEL shall release the payments, on calendar month basis, through NEFT within 30 days from the date of submission of bills.

Signature of the Contractor

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- c. The Contractor shall positively make the payment of the wages to his employees on or before 10th of every month and should **NOT depend on BHEL payment** for this. However, no interest payment shall be made for delay in making payment.
 - d. The Contractor shall submit the monthly bills along with following documents: **GST Payment certificate, Employee' State Insurance Corporation (ESIC) Contribution, proof of depositing of amounts towards PF, etc. in respect of Labor deployed at BHEL offices only.**
 - e. All payments shall be released by RTGS/EFT as per Contractor's bank details within 30 days of receipt of bills/ Invoices.
 - f. No advance will be paid for the Contract.
 - g. Over and above reimbursement of wages, BHEL shall also reimburse Contractor Service Charges as quoted by the Contractor and applicable GST, subject to documentary evidence.
 - h. The monthly Contractor service charges shall remain firm during the contract period including the extended period, if any.
 - i. BHEL will not be responsible for payments other than the mentioned in Annexure-3. Contractor shall be responsible for payment of gratuity and other statutory payments as per labor laws.
 - j. The Contractor should also ensure that the Statutory Dues as per the existing provision of various Labor Laws, Rules and regulations, issued from time to time, (like ESI/PF, etc.) are deposited within the specified period to the concerned Government authorities. All payments of these statutory dues in respect of deployed in BHEL are to be settled by Contractor and BHEL shall in no manner be responsible for any dispute in this regard. Any statutory variation in the rates of said deposits shall also be admissible during the tenure of the contract. Further, the Contractor shall submit the evidence of deposit of EPF / ESI on monthly basis during the course of the contract.
 - k. Gratuity-The contractor shall be liable for payment of gratuity under payment of gratuity act 1971 and the amendments/rules made there under.
Note: Two copies of INVOICE with original signature to be submitted every Month on completion of work.

6. TERMINATION OF CONTRACT

- a) In case, the services rendered are found to be unsatisfactory, BHEL reserves the right to terminate the services of the Contractor at any point of time, without assigning any reason.
- b) The contract can be terminated by giving one months, notice in advance by any party. No Notice will, however, be required if the contract comes to end on the specified period and it will stand automatically terminated.
- c) The contract may be terminated by BHEL, in case the Contractor fails to fulfill the terms and conditions of contract agreement by giving one months' notice.

Signature of the Contractor

7. LEGAL CONDITIONS:

- a) The information gathered by outsource staff during course of their work shall not be divulged to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Contractor as well as the person concerned liable for penal action under IPC, Cr.PC or any other relevant provision besides, action for breach of contract.
- b) The Contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages payable to all workers under the Minimum Wages Act, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it at BHEL premises.
BHEL shall have no liability in this regard.
- c) The Contractor shall also be liable for depositing all statutory payments etc. on account of service rendered by it to BHEL, to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- d) The Contractor shall maintain all statutory registers under the Law. The Contractor shall produce the same on demand, to the concerned authority of BHEL or any other authority under Law
- e) The Tax Deduction at Source (TDS) shall be done as per the provisions of income Tax Act Rules, as amended from time to time and certificate to this effect shall be provided to the Contractor by BHEL.
- f) The Contractor should arrange for all required permits, licenses, etc., at his own cost.
- g) In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get self-reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms.
- h) BHEL reserves the right to withdraw / relax any of the terms and conditions mentioned, so as to overcome the problem encountered at a later stage.
- i) In case of the death of contractor (under proprietorship), without prejudice to any of the rights or remedies under the contract, BHEL shall have the option of terminating the contract without compensation to the contractor's legal heirs/ successors.
- j) In case of violation of any legal and/or contract stipulations, BHEL reserves the right to terminate the contract and forfeit the Security Deposit under the contract in addition to recovery of the monetary impact due to such violation, if any, from any of the payable amount under the contract or any other contract with BHEL.
- k) All the statutory requirement under the
 - Minimum Wage Act 1948
 - Factories Act 1948
 - Payment of Wages Act 1936
 - EPF Act and MP Act 1952
 - Payment of Gratuity Act 1972
 - ESIC Act 1948
 - Contract labor (R&A) Act 1970
 - Payment of Bonus Act 1965

Signature of the Contractor

• Income Tax Act, GST Act, Industrial Dispute Act 1947 and the other applicable act and rule there under shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for non-compliance of any of the applicable laws shall be the responsibility of the contractor.

12. The contractor will maintain all the Forms/Documents/Registers required for the compliance of various Acts and documents required by BHEL Management, including following registers which are to be maintained as per Contract Labor (R&A) Rules 1971

- (i) Register of Workmen Employed by Contractor: Form No. XIII (Rule 75)
- (ii) Employment Card Form No. XIV (Rule 76)
- (iii) Service Certificate Form No. XV (Rule 77)
- (iv) Wage Slip Form No. XIX (Rule 78) (1) (b)
- (v) Muster Roll Form No. XVI (Rule 78) (1) (a) (i)
- (vi) Register of Wage Form No. XVII (Rule 78) (1) (a) (i)

13. The contractor will be liable to ensure that the contract labors arranged are physically and mentally fit and do not have any criminal record and such employees possess the requisite skill proficiency, qualification, etc.

14. The above guidelines are only suggestive and not exhaustive. The contractor will have to comply with all applicable statutory provisions, as applicable under extant legislations/ rules.

8. ARBITRATION

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties in relation to Interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matter, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Company).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Hyderabad.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Secretary when so authorized by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively? The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

Signature of the Contractor

9.LAWS GOVERNING THE CONTRACT

The Order/contract shall be exacted and governed by the laws of India and the Courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

10. JURISDICTION OF COURT

Courts at Hyderabad shall have jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

11.DEFAULT /BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

If the Contractor fails to provide the required services as per the contract or fails to deliver the services within the period (s) fixed for such delivery or delivers services not of the contracted quality and failing to adhere to the contract specifications or services not of the contracted quality and failing to adhere to the contract specification or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide services covered by the Letter Order / Contract Agreement either in whole or in part or otherwise fails to perform the Order / Contract or commits any breach of the Order / Contract not herein specifically provided for or in the event, or commits any breach of the Order / Contractor being an individual

or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors (Service Provider) being a company is wound up voluntarily or by order of Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manger, the purchases without prejudice to his right to recover any expenses, losses or damages

to which the purchaser may be put to incur or sustain by reason or the Seller/Contractor's default or breach or Order / Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/ Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (service Provider) and the Seller/contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

Cost of the purchases / Services made by the Purchaser at the risk and cost of the seller. Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of Services so purchased / hired.

Signature of the Contractor

12. RULES TO BE OBSERVED, (WHILE INSIDE BHEL PREMISES):

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

13 CONTRACTOR'S OBLIGATIONS

- a) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- b) 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.,
- c) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- d) **Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers. The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.**
- e) 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.
- f) 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.
- g) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- h) 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 required.

Signature of the Contractor

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- i) The Contractor must submit Bio-data of all the Contract Labor before commencement of the Contract.
 - j) Contractor to provide PF Pass Book to his employees and ensure payment of PF under EPF & Telangana state Govt.
 - k) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI Membership No./Card of each employee.
 - l) The Contractor shall comply with all the guidelines, rules and regulations of statutory requirements under Labor Laws/ Rules/Regulations/Notifications in relation to the employment of its personnel from time to time.
 - m) The Contractor will also keep watch on their labor and will be held liable for any pilferage/ Loss to the Company by their labor.
 - n) In case of misconduct by any of the employee of the Contractor, the matter shall be reported to the Contractor in writing, who shall take immediate action under intimation to BHEL.
 - o) In case of theft or loss of property due to negligence or carelessness of employee/labor, the Contractor will be responsible and shall make good the BHEL's loss.
 - p) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time as per the Gazette of Telangana Government on or before 10th of every month irrespective of bill payment by the Company.

Signature of the Contractor

PRICE BID FORMAT**MEASUREMENT OF WORK AND PAYMENT THEREOF:**

		SEMI SKILLED WORKER (02 Nos)	SKILLED WORKER (01 No)
SL.	Head	Value (Rs.)	Value (Rs.)
1	Wages per day	461.46	542.81
2	PF,ESI and Bonus	113.43	133.43
3	Other Allowances & Miscellaneous Charges	46.85	53.32
4	Sum	621.74	729.56
5a	ADD Contractor profit and overheads in % of Sl. No. 1 (Excluding GST)		
5b	Tender % quoted at 5a in Words		
6	Unit Rate ((4+5) x Sl.No.1)	Not to be filled	Not to be filled
7	No. of units required	1208	604
8	TOTAL cost (Unit rate (6) x (7)	Not to be filled	Not to be filled
9	Total cost in words	Not to be filled	Not to be filled

- i. A single percentage (%) in positive must be quoted at Sl. No. 5a & 5b in Figures and Words in the price bid Proforma.
- ii. Price bid evaluation will be made on the basis of % quoted by bidder.
- iii. Sl. No. 5a & 5b shall include GPA charges also.
- iv. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers”.

Rates are variable subject to Telangana State Govt. Gazette.

[P.F (@13%) + ESI (@3.25%) + 29 days paid leave + Bonus (@ 8.33%)]

Work carried out by 01 skilled/Semi-skilled manpower in 8hrs = 01 Unit.

No. of Units of work required per day = 03 Units (01skilled + 02 Semi-skilled)

No. of Units of Work required in 604 days (Semi-skilled) = 02 x 604 = 1208 Units

No. of Units of Work required in 604 days (Skilled) = 01 x 604 = 604 Units

Signature of the Contractor

TECHNICAL BID FORMAT

SL	ELIGIBILITY CRITERIA	CONTRACTOR'S RESPONSE	COPY ATTACHED
1	Labor License Issued by Labor department, Central/State Government.		
2	Income Tax PAN No. Proprietorship - PAN card on owner Name For others - PAN card on Company/ Firm/Business		
3	GSTIN No. (Proof to be Attached) (If not applicable, please furnish the details in the attached below format		
4	Form 26-AS of IT for the previous year (2018 – 19)		
5	PF Registration number		
6	ESI Registration number		
7	Hyderabad Office Address of the Contractor with name of the contact person and mobile no.		

NOTE:

1. Self-attested Xerox of document/certificate are to be furnished in the technical Bid.

(Pl fill the above format in all respects)

Signature of the Contractor

SCHEDULE OF WORK

SL	Description of work	Qty.	Unit
1	<u>Telephone exchange / network</u> Providing Services for assistance/help in maintenance of telephone exchange/network which includes the following operations, for a period of one year. Assistance in rectification of line faults Help in rectifying day to day complaints Helping in telephone lines shifting & cable works in cabinets Assistance in jumpering work and breakdown works etc. For above works contractor is expected to supply one skilled manpower.	604	Unit
2	<u>500kva diesel generator set</u> Providing Services for assistance/help in maintenance of 500 KVA DG Set which includes the following operations, for a period of one year. • Assistance/help in checking daily oil level, coolant level • Topping up of oil, coolant • Trial run, monitoring of loads, load shifting • Assistance in cable works & switches replacements in emergency power panels at DG set area • Help in DG tank maintenance work etc. For above works contractor is expected to supply one semi-skilled manpower.	604	Unit
3	<u>Electrical department works</u> Providing Services for assistance/help in electrical department works which includes the following operations, for a period of one year. • Assistance in movement of electrical items like panels, switches etc. • Help in unscheduled electrical breakdown work, • Help in maintaining earth pits of different labs • Assistance in replacement of English Electric/Siemens/L&T switches etc. For above works contractor is expected to supply one semi-skilled manpower.	604	Unit

Signature of the Contractor

ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. We confirm that services offered by us are conforming to the specifications mentioned in Terms & Conditions (Annexure: 2)

We hereby accept all Terms & Conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL

Name, signature & Seal of the Contractor

DECLARATION

I/We hereby declare that I / We have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / Court against our firm / partner or the company.

Name, signature & Seal of the Contractor

CONTRACTOR'S DETAILS

Name of the Contractor / Party / Firm	
Address of the Registered Office in Hyderabad	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

Signature & seal of the Contractor

Annexure: 9

NEFT FORMAT

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank Address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Enclosure: Photocopy/cancelled copy of one leaf from cheque book for the codes required above.

Thanking You,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:

(To be submitted on the Contractor's Letter Head)

UNDERTAKING

In connection with the submission of Quotation for providing Labor to BHEL Corp R&D, Hyderabad, against Enquiry No.----- and Date ----- we hereby Undertake to adhere to the following conditions:

- a) The Contractor will abide by all the laws of land relating to employment of labor for which BHEL will not be responsible.
- b) The Contractor has submitted price bid in prescribed format given at Annexure: 3 (No deviation shall be permitted and if noted subsequently, it will be treated as "Nonresponsive").

Signature:

Name:

Designation:

Company Seal:

Date:

Authorised Signatory
Designation :



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION
VIKAS NAGAR,
HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:

Fax No.:

Email: 1. 2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER (Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): _____

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

5.1 IT Permanent Account No.(PAN):

5.2 State Sales Tax/VAT Registration No:

5.3 Central Sales Tax Registration No:

5.4 ED Registration No:

5.5 Service Tax Registration No:

5.6 PF Account No:

5.7 Labour Licence No:

5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates (Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.