



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

NOTICE INVITING TENDER

| | | |
|-----|---|--|
| 01. | Tender Number | : BHEL/ESD-FS/MS/AC/01/21-22 |
| 02. | Name of work | : Repair and servicing of AC Plants at BHEL ESD |
| 03. | Completion Time | : 4 Weeks (Four Weeks) |
| 04. | Estimate | : Rs.1.4 Lakhs |
| 05. | Earnest Money Deposit | : Rs.2,808/- |
| 06. | Last Date & Time for the Receipt of Completed Tender. | : 21.01.2022, 13:15 Hrs. |
| 07. | Date & Time for Tender Opening | : 21.01.2022; 13:30 Hrs. |
| 08. | Place of submission of Tender | : At the Reception, Tender Box marked FRIDAY at Bharat Heavy Electricals Limited Electronics Systems Division Plot No. 98, Electronics City Phase I, Hosur Road, Bangalore - 560 100. |

Alternatively, send mail to praveenksinha@bhel.in

This tender document contains **22** pages including the following.

- i) NIT Including Instruction to Tenderers (18 Pages)
- ii) Techno-Commercial Bid (information & essential conditions) (3 Pages)
- iii) Price Bid (1 Page)

Note:

1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders may be rejected. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
2. The Tenderer shall ensure and put **NIT Including Instruction to Tenderers and Techno-Commercial Bid (information & essential conditions) in one cover and Price Bid in a separate cover. Both these covers shall be separately sealed and then put together in a single cover and sealed.** All the sealed covers shall be properly identified with necessary information such as Tender reference, type of document put inside, date of tender opening to enable to open the correct document cover only.
3. Completed tender in all respect shall be addressed to Dy. Manager/Factory Services, BHEL – ESD, Electronics City, Ph-1, Bangalore – 560100



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

4. **EMD shall be attached along with the Techno-Commercial Bid of the offer. Tenders not complying with this requirement are liable for rejection. No exemption of EMD in the case of MSME / NSIC. Tenders will be liable for rejection if the above is not submitted.**

INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the Dy. Manager/Factory Services, BHEL – ESD, Electronics City, Ph-1, Bangalore – 560100. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
- 2.1 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/ email address, Mobile phone No. etc..
3. 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.
4. 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.
5. 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 Service Tax, Sales Tax, etc., and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure-C). Amount of each item and the total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
- 6.
- 6.1.1 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 obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 6.1.2 If there is an error in a total corresponding to the additional or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 6.1.3 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.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

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

7. 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.

8. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as GST arising from Act passed by Parliament or 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 variation of rates, on the ground that existing statutory levies have been increased/decreased or those new statutory levies have come into effect after tender, or on any other ground, will be entertained as applicable. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL"). "Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and duties covered under GST, freight charges, insurance, any other cost indicated by vendor for execution of the contract and loading factors(for non-compliance to BHEL Standard Commercial Terms & Conditions). GST to be quoted separately in Price schedule.

9.

9.1 The rate quoted in the tender shall remain valid for a period of '**THREE MONTHS**' from the date of opening of tender.

9.2 Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.

9.3 Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.

9.4 **Price Variation clause is not applicable in this contract.**

10. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).

11. 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 tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.

12. Details and quantities of each item of work shown in the "Bill of Quantities" attached here to are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the Bill of Quantities attached here to.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

13. 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 (THREE years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure 1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No 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. Documents should be notarized or attested by a Gazetted officer.
14. 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. 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.
15. 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.
16. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
17. 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 finalisation 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.
18. The Earnest Money Deposit shall be submitted along with Technical bid and may be furnished in any of the following forms :
 - 18.1 Banker's Cheque/Pay Order/Demand Draft in favour of BHEL-EDN, Bangalore – 560026 (along with offer).
 - 18.2 Through SBI collect
19. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.
20. Unless the Contractor whose tender is accepted signs the contract agreement 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.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

21. 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.
22. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
23. The EMD shall not carry any interest.
24. **No exemption for EMD payment shall be provided to MSME/NSIC certificate holders as this is a works contract.**
25. 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.
26. 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.
27. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited Company to satisfy Clause 14, Part -I of NIT.
28. 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.
29. 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.
30. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
31. 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.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

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).

32. 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, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
33. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage, including the contract execution period. Further the tenderer will be liable for any damage caused.
34. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
35. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
36. The expenses for completing the stamping the agreement shall be paid by the contractor.
37. Unless and otherwise stated all tendered work includes supply, erection, testing and commissioning of equipment as agreed to in the contract.
38. After completion of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
39. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
40. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
36. 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 shareholder's relative is employed in Executive 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.
37. 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. The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinise the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure-A.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

38 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. Any portable equipment brought in by the contractor shall have proper cables with earthing where required. Proper extension points shall be used with earthing. 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.

39 The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. 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".

40 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.

41 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.

42 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.

43 If applicable, the Contractor shall insure all his labourers 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

44 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.

40 Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

41 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://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.

1. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

42 TERMS OF PAYMENT:

100 % of the contract value will be paid upon following:

- a) Satisfactory completion of repair work and handing over the AC plants in safe and operable condition. This will involve checking that all guards/covers and safety devices have been fitted, and that the equipment functions to the required specification.
- b) On your submitting a Bank Guarantee for a value of 50 % of the Security Deposit towards performance guarantee to the extent required to cover the warranty period.
- c) Submission of 2 nos. original invoices with details of GST number of BHEL and contractor.
- d) Measurement books duly filled and signed by officials of BHEL and contractor.

During execution of work, payments of all works in place will be made on the basis of measurements recorded in measurement sheet / book in respect of items executed but no claim on the account will be entertained, if for any reason payments are not so made.

The work shall be carried out as per detailed specifications enclosed with the tender. The items for which there is no mention in the drawings, detailed specifications to relevant IS specifications (latest edition) shall be followed.

- e) Invoice submitted along with running bills to indicate the GST amount charged and bear GST NUMBER etc. as per prevailing taxes. Bill submitted subsequently to be accompanied with a declaration that GST liability on the earlier bill has been discharged.
 - i. by paying money to the Government (along with Tax paid Challan Copy)
 - ii. by utilization of Input GST Credit
- f) Field quality assurance documents (as applicable) as per instruction of Engineer In-charge

43 SECURITY DEPOSIT

- a. Upon acceptance of the tender, the successful tenderer shall remit the security deposit with Bharat Heavy Electricals Ltd within the time as specified in the Letter of Intent. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful Tenderer shall be converted and adjusted towards the require amount of Security Deposit.
- b. Security deposit may be furnished in any one of the following forms



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

- i. Cash (as permissible under the 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. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- v. Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc., (Certificate should be held in the name of contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest).

c. Collection of Security

At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the Security deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the contractor or recovered from payments/due to the contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit)

Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest

44 CLEANING OF SITE:

After completion of the work, the contractor shall remove all debris, take away left over construction materials, machine, equipment, temporary offices, stores, work shop etc. and make the area neat and clean. The cost of this work shall be included in the quoted rate.

45 COMPLETION OF WORK AND MEASUREMENT:

- a) On completion of the work, the contractor must submit to the Engineer the following documents for passing of works.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

- b) A copy of the working drawing showing thereon all addition and alterations in the process of execution and.
- c) The authorised Contractor's representative and a representative of the Employer shall jointly sign a certificate of handing over of any completed work and the date of signature of that certificate will be that the date from which the maintenance period of that unit will be reckoned.

46 MAINTENANCE OF WORKS:

The contractor will be responsible for the maintenance of works during the period of execution until the various items are taken over, and for a further **period of Six months**, from the date of taking over.

47 EXTRA ITEMS:

No extra items of work shall be carried out by the contractor other than those authorised to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer, The rates will be fixed on the basis indicated under clause 50 of BHEL GCC.

48 SUPPLY OF MATERIALS BY CONTRACTOR:

- i) The work is for a completed job including labour and supply of all except those otherwise specified in the bid document.
- ii) All materials supplied by the contractor according to the contract conditions shall be subject to inspection and passing by the Engineer or his representatives from time to time, the contractor shall provide all facilities for such inspection free cost. BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place the same are laying and the contractor shall give necessary facilities for such inspection and examination.
- iii) The contractor shall submit necessary Test Certificate / Calibration certificate for the critical items wherever necessary.

49 INTERRUPTION TO WORKS:

- i) In quoting the rates / prices the contractor should take in to account the fact that due to the design or other stipulations at site, or the necessity to follow a particular sequence of overall construction operation, or non – supply of particular drawings, or the connected work or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruption will be entertained on any account.
- ii) Extension of time or penalty / liquidated damages as the case may be will be determined as stipulated in clause 2.10 and 2.11 of BHEL General Conditions of Contract.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

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 to the settlement of disputes by Arbitration form 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.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

ACCEPTABLE MAKES OF MATERIALS

- 1) Contractors shall use only Standard / ISI marked items after approval of Engineer-in-charge of BHEL for items not listed above.
- 2) Contractors shall obtain prior approval from Engineer-in-charge, by submitting MAKES of the materials along with catalogue, they intend to use. The right of accepting such makes rests with the BHEL.

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 to 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 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 work people employed on the works. The Contractor shall also submit on the 4th and 19th of 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 of 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 labour employed by him, either directly or through sub-contractors, wages not less than fair wages, as defined in the Contractor's Labour Regulations.

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 thereunder 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 under his Code Number only.

The Contractor shall be liable to his contribution and the employee's contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. 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 Labour Regulations, have the power to deduct from the moneys due to the contractor any sum required or estimated to be 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 of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non observance of the said Contractor's Labour Regulations.

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

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / 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 Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer – In – Charge and in the event of the contractor's default continuing in this respect, the 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 Labour 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 Labour 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 to do so and recover the cost thereof from the contractor.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

SAFETY CODE

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

1. Before commencing the work, the contractor is required to submit a “SAFETY PLAN” to the authorised 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 contract, BHEL shall have right to review and suggest modification in the Safety Plan. The contractor shall abide by BHEL’s 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 authorised 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 authorised 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, equipment 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 authorised 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 Indian 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 energised 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 safety 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 the directions of the authorised 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.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

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 authorised 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 and / or / if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised 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 authorised 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 authorised 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.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

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

BHARAT HEAVY ELECTRICALS LIMITED
HEALTH, SAFETY AND ENVIRONMENT POLICY

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.



Atul Sobe

Chairman & Managing Director

June 5, 2018

Signature of the Tenderer

Page 16 of 22

Issuing officer



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

ANNEXURE -III

**Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form**

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): CREATE CHANGE

| | |
|--------------------------------|--|
| BHEL Vendor / Supplier Code: | |
| Company Name : | |
| Permanent Account Number(PAN): | |
| Address | |
| | |
| | |

City: _____ PINCODE _____ STATE _____

| | |
|-------------------|--|
| Contact Person(s) | |
| Telephone No: | |
| Fax No: | |
| e-mail id: | |

| | |
|--|--|
| 1 Bank Name: | |
| 2 Bank Address: | |
| 3 Bank Telephone No: | |
| 4 Bank Account No: | |
| 5 Account Type: Savings/Cash Credit | |
| 6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank | |
| 7 Bank swift Code(applicable for EFT only) | |
| 8 Bank IFSC code(applicable for RTGS) | |
| 9 Bank IFSC code(applicable for NEFT) | |

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No. _____ with us and
we confirm that the bank details given above are correct as per our records.

Date: _____ (.....) _____
Place: _____ Signature _____

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Querry, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidder)

Name of work: Electrical Works in SBC Test Facility to carry out endurance tests and de-risking trials of SBC

Information Part:

| S.N. | Particulars | To be filled by Bidder |
|-------------|---|-------------------------------|
| 1 | Name of the Contractor | |
| 2 | Address (Office) | |
| | | |
| | | |
| | | |
| 3 | Address (Residence) | |
| | | |
| | | |
| | | |
| 4 | Telephone | |
| 4.1 | Office | |
| | | |
| 4.2 | Residence | |
| | | |
| 4.3 | Mobile No. | |
| | | |
| 5 | Email id. | |
| | | |
| 6 | Technical Staff Details (Use separate sheet if reqd.) | Furnished/ Not Furnished |
| 7 | Working Staff Details (Use separate sheet if reqd.) | Furnished/ Not Furnished |
| 8 | Details of Plant & Equipment (Use separate sheet if reqd.) | Furnished/ Not Furnished |



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

Essential Criteria for Techno-Commercial Acceptance of Bid

| S.N. | Particulars | To be filled by Bidder |
|-------------|--|-------------------------------|
| 1 | <p>Experience Certificate for successfully completed similar works during immediate last 7 years as mentioned below: <i>(AC AMC Work/ AC Repair Works/ Chiller Plant AMC Works/ Chiller Plant repair Works)</i></p> <p>One work not less than 80% of the estimated cost of this NIT or Two works of not less than 50 % of the estimated cost of this NIT or Three works of not less than 40 % of the estimated cost of this NIT (Copy of performance report from the organization where the work is executed is to be enclosed. <u>Submission of Work Order copy is not adequate. If the Work is carried out in BHEL, Pls. furnish the WO/PO ref.</u>)</p> | |
| 2 | Form of EMD furnished (Cheque is not acceptable) | Cash/ DD/ Pay Order |
| 2.1 | Cash (receipt No. and Date) | |
| 2.2 | DD Particulars | |
| 3 | Execution of the work as per Specification & all items of work in NIT | Acceptable/ Not Acceptable |
| 4 | Makes of Materials in NIT | Acceptable/ Not Acceptable |
| 5 | General Conditions of Contract & NIT | Acceptable/ Not Acceptable |
| 6 | Completion period mentioned in NIT | Acceptable/ Not Acceptable |
| 7 | Payment Terms defined in NIT | Acceptable/ Not Acceptable |
| 8 | Security Deposit Clause as per NIT | Acceptable/ Not Acceptable |

Note: If any of the above mentioned criteria is not met the bid will be rejected.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

Documents required to be submitted along with Tender document:-

- 1) Copy of PAN/GIR No. Registration Certificate issued by Income Tax Authority
- 2) Registration Certificate indicating GSTIN No. and SAC No.
- 3) Details of works carried out during the last 7 years in any Government/Public Sector Unit/Large Private Organizations with Certificate

Special Conditions:

- i) Successful Bidder should have their business office/Branch office at Bangalore with adequate Administrative/Technical staff.



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Tender Ref: BHEL/ESD-FS/MS/AC/01/21-22

Phone: 080-25146191

PRICE BID

Subject: Repair and servicing of AC Plants at BHEL ESD

| sl. no. | Description of work | qty. | unit | rate | amount |
|--------------------|--|-------------|-------------|-------------|---------------|
| 1 | Air-cooled Screw Chiller 200Tr - Preventive maintenance Service with Chemical & Gas Topup | Nos | 1 | | |
| 2 | Air-cooled Screw Chiller 230Tr - Preventive maintenance Service with Chemical & Gas Topup | Nos | 1 | | |
| 3 | Air-cooled Package Unit 11Tr - Preventive maintenance Service | Nos | 5 | | |
| 4 | Air-cooled Package Unit 11Tr Pressure Testing, Leak arresting, Vacuum, Gas Charging & Re-Commissioning | Nos | 3 | | |
| 5 | For DPA, Supply of R-407 Refrigerant | Kg | 40 | | |
| 6 | For Chiller, Supply of R-134 A Refrigerant | Kg | 30 | | |
| | Net Total | | | | |
| | GST as applicable IGST (%) Or SGST + CGST (%) Or UTGST + CGST (%) | | | | |
| | Gross Total | | | | |

In Words _____

Signature of the Tenderer

Page 22 of 22

Issuing officer