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INVITATION TO TENDER

Ref: OPS/OS/AMC/2021-22/011

Date: 10.06.2021

Sub: Service Contract for Electrical Maintenance in Factory premises of M/s. BHEL-HPVP, Visakhapatnam for a period of one year - Reg.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE In ₹	CONTRACT PERIOD
01	Service Contract for Electrical Maintenance in Factory premises of M/s. BHEL-HPVP, Visakhapatnam for a period of one year as per scope of work	18.79 Lakhs	One Year

1.0 ELIGIBILITY CRITERIA:

Average annual turnover of the contractor duly certified by a practitioner chartered accountant during the last 3 years ending 31st March 2021 should be at least 30% of the estimated value (i.e. ₹ 5.67 Lakhs).

Tenderer should enclose EPF, ESI, PAN, GSTIN registration no., Income tax returns for last three years (AY- 2018-19, 2019-20 & 2020-21) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during the last 7 years ending **31st May 2021** as given below: -
- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 7.5 Lakhs each)
- OR
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. ₹ 9.40 Lakhs each)
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. ₹ 15.03 Lakhs)

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

Note: Similar work means Electrical Maintenance works on regular contract basis for State / Central Govt. / undertakings or private firms.

III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

IV) The contractor should possess valid 11KV or more electrical license issued by competent authority.

2.0 SCOPE OF THE WORK:

Work is to be carried out as per Scope of Work (Annexure-I) Special conditions of contract (Annexure-II) and Schedule of Items & Bill of Quantities.

3.0 LOCATION OF WORK:

- 3.1 The subject work is to be carried out in Factory premises of BHEL, Heavy Plates & Vessels Plant (HPVP) Unit, Visakhapatnam, A.P.
- 3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

4.0 EARNEST MONEY DEPOSIT:

Not Applicable as per OM No. F.9/4/2020-PPD, Dated: 12.11.2020. Bidders to Submit Bid Securing declaration form as enclosed in Annexure-VII

5.0 CONTRACT PERIOD:

Contract shall be valid for a period of one year from the date of work order **or** intimation by WE- Elect. Maint. department, whichever is later.

6.0 SECURITY DEPOSIT:

Security Deposit shall be collected from the successful tenderer @3% Contract Value as per OM No: No. F.9/4/2020-PPD, Dated:12.11.2020

7.0 INCOME TAX:

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

8.0 TDS ON GST:

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

9.0 PAYMENT TERMS:

100% Bill payments will be arranged within 45 days from the date of submission of bill or 15 days from the date of clearance of the statutory compliance by IR Department whichever is later.

Bills (RA/ Final Bill) to be submitted to Engineer-in-charge along with following documents:

A. R.A Bill

- a) Invoice
- b) Job completion certificate issued by the Engineer-in-charge / Attendance certified by indenting dept.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of GST payment as per Annexure - GST.
- g) RTGS form
- h) WAM 06 duly filled & signed
- i) Works contracts RA bills needs to be entered in MBs and duly signed.
- j) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.

B. Final Bill

- a) Invoice
- b) Job completion certificate issued by the Engineer-in-charge / Attendance certified by indenting dept.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of GST payment as per Annexure - GST.
- g) RTGS form
- h) WAM 07 duly filled & signed
- i) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.
- j) In case of release of security deposit, WAM-10 to be filled and submitted.
- k) Measurement book to be duly filled and signed.

Note: Final bill means last month bill for service contracts. In case of works, final bill means bill for finally executed quantity. All payments will be released through RTGS/ NEFT only.

10.0 WAGES TO THE CONTRACT WORKERS:

The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The applicable minimum wages for this contract is enclosed at Annexure – III.

11.0 PAYMENTS TO THE WORKERS:

Payments to the workers are to be made through bank by way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with monthly bill.

12.0 PRICE SCHEDULE, TAXES & DUTIES:

- a. The quoted prices shall be inclusive of all applicable taxes, duties and GST as applicable as on due date of tender submission. GST as applicable shall be payable by contractor & the same will be reimbursed as per Annexure - GST.
- b. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- c. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- d. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- e. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
- f. **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**

13.0 REVERSE AUCTION:

Not Applicable.

14.0 COMPENSATION IN CASES OF DEATH/ PERMENENT INCAPACITATION OF PERSON DUE TO UNINTENDED/ UNFORESEEN OCCURENCES DURING MANUFACTURING/ OPERATION AND WORK AT BHEL FACTORIES / OFFICES:

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 disability 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, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by 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: ₹10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of other Permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Displacement: A displacement that is classified as a permanent total disablement under the provision to Section 2(I) of the Employees Compensation Act, 1923”.

15.0 VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the last date for tender submission.

16.0 RISK PURCHASE:

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

17.0 GENERAL:**17.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

17.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**17.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.**

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

17.4 Dy. Manager (Elect. Maint.) shall be the Engineer-in-charge for herein after referred to as such in the tender.

17.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidder.

17.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender: -

PART - I: TECHNO COMMERCIAL BID

- | | |
|---|-------------------|
| a) Scope of Work | : Annexure – I |
| b) Special Conditions of Contract | : Annexure – II |
| c) Minimum Wages as per BHEL-HPVP HR dept. Circular | : Annexure – III |
| d) Acceptance to the tender terms & conditions | : Annexure – IV |
| e) Contractor Information | : Annexure – V |
| f) Check List | : Annexure – VI |
| g) Bid Security Declaration Form | : Annexure -- VII |
| h) GTC of GeM | |

PART - II: PRICE BID

- | | |
|---|-------------------|
| i) Price Bid (Schedule of Quantities and Rates) | : Annexure – VIII |
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18.0 LIQUIDATED DAMAGES:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

19.0 Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

SCOPE OF WORK**I. Attending day to day activities pertaining to Office buildings and street lighting system within plant areas as follows: -**

- a) Complaints related to no-supply, loose-connection, tube light repairs etc.
- b) Complaints related to replacement of switches, sockets, holders, wires / cables, bulk head fitting, distribution boards, fuse units, main switches and other accessories etc.
- c) Servicing of panel boards etc. along with other misc. works connected to the above activities as directed by the Engineer-in-charge along with other connected miscellaneous works.

Attending day to day activities pertaining to fans:

- a) Complaints like loose connections in ceiling rose, switches, regulators etc. including carrying of required material and ladder from dept. store to site of work.
- b) Replacement of ball bearings, bush bearings, oil seals, capacitors, regulators etc.
- c) Overhauling, lubrication and cleaning of ceiling fans, exhaust fans, wall mounted fans, pedestal fans etc.

Work is to be carried out in round the clock shifts and with necessary safety precautions.

Note: It is assessed that 1 SSW is required for one operation per day.

II. Helper for the activities mentioned at sl. No. 01

Note: It is assessed that 1 USW is required for one operation per day.

III. Attending day to day activities pertaining to Telecommunications, Air Conditioning and Water Coolers in

Plant, Management Quarters, Guest House, Machinery etc. The work is to be carried out with necessary safety precautions.

Note: It is assessed that 1 SSW is required for one operation per day.

IV. Attending day to day activities pertaining to Machinery under T1 and T2 sub-stations (production Bay 4, 5, 6, 7 & 8) as follows: -

- a) Complaints related to no-supply, loose-connection etc. of Machinery, arranging power supply and earthing for various new machines under modernization scheme etc.
- b) Periodical maintenance of distribution points, power points.
- c) Over hauling, lubrication and cleaning of Motors of various ratings etc.
- d) Complaints related to replacement of 63A to 400A SFUs, sockets, holders, wires / cables, bulk head fitting, distribution boards and other accessories etc.
- e) Connection / Disconnection of Roller Positioners, Welding Generators, Man Coolers, Repair and Replacement of Bay Lighting etc.
- f) Maintenance of Control Panels of various machinery, changing of heating elements of Ovens, flux ovens etc. as required, along with other connected miscellaneous works as directed by Engineer-in-charge. The work is to be carried out in round the clock shifts and with necessary safety precautions.

Note: It is assessed that 2 SSW is required for one operation per day.

SCOPE OF WORK**V. Attending day to day activities pertaining to Machinery under T3, T4 and T5 sub-stations (production: LMS and 4, 5, 6, 7, 8 and main production shops) as follows: -**

- a) Complaints related to no-supply, loose-connection etc. of Machinery, arranging power supply and earthing for various new machines under modernization scheme etc.
- b) Periodical maintenance of distribution points, power points.
- c) Over hauling, lubrication and cleaning of Motors of various ratings etc.
- d) Complaints related to replacement of 63A to 400A SFUs, sockets, holders, wires / cables, bulk head fitting, distribution boards and other accessories etc.
- e) Connection / Disconnection of Roller Positioners, Welding Generators, Man Coolers, Repair and Replacement of Bay lighting etc.
- f) Maintenance of control panels of various machinery, changing of heating elements of Ovens, flux ovens etc. as required, along with other connected miscellaneous works as directed by Engineer-in-charge. The work is to be carried out in round the clock shifts and with necessary safety precautions.

Note: It is assessed that 1 SSW is required for one operation per day

VI. Helper for the activities mentioned at sl. No. 05

Note: It is assessed that 1 USW is required for one operation per day.

VII. Attending day to day activities pertaining to Rewinding section and Electronics & Instrumentation Section as instructed by Section-in-Charge.

Note: It is assessed that 1 USW is required for one operation per day.

SPECIAL CONDITIONS OF CONTRACT**::1::**

1. The contractor should arrange work generally between 8.00 AM to 4.30 PM in all working days of the Department and to arrange in shifts also as per the instruction of Engineer-in-charge. If required, work is to be carried out on Sundays / Holidays as required and no extra payment will be made on this account by company.
2. Since the work involves different agencies, contractor should co-ordinate with other agencies to plan the work and ensure the progress of work as directed by Engineer-in-charge.
3. The rate includes all depths/ heights and leads/lifts including work at any level.
4. Contractor should produce labour insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.,
5. (a) The contractor shall arrange his own tools like screw driver, cutting players, AC test lamp, spanners and other tools required to complete the job along with supply of manpower.
(b) The contractor shall arrange his own tools, material required for digging, cable laying, masonry work and other tools required to complete the job along with supply of manpower.
6. All tools, plants and materials brought inside the campus should be registered at the security gate while bringing inside. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material had been brought inside.
7. The contractor shall attend the breakdowns / shutdowns, repair works on emergency basis as per the instructions of Engineer-in-charge. The work also to be organized on Sundays or Holidays as per the requirement, however no extra claim for working on Sundays/Holidays shall be entertained.
8. The contractor should follow the rules and regulations annexed with for employment of labour by contractors in BHEL-HPVP.
9. In respect of material supplied by BHEL, if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bill/s at the rates fixed by the department.
10. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam.
11. The quoted rate shall be fixed & firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item. The contractor shall take into consideration for the labour rate increase during the contract period and same to be considered while quoting the rate for each item.
12. **Towards Statutory Liability (if applicable):**
 - a) All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, payment of Gratuity Act- 1972, ESI Act-1948, The Contract Labour (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with latest version by the contractor.
 - b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
 - c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
 - d) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.

SPECIAL CONDITIONS OF CONTRACT**:: 2 ::**

- e) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
 - f) Contractor shall be solely responsible for non-payment/ delayed payment of wages/ DA, contributions under EPF, ESI Act etc.
 - g) Payment to the workers is to be made through bank by the way of online transfer to their individual accounts **by 10th of every month**. Necessary proof is to be submitted along with the monthly bill. Once the contract is awarded, it is the responsibility of contractor to pay wages of intermediate minimum wages revision by Govt. and BHEL is not responsible to pay any additional amount due to such minimum wage revision by Govt. The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL-HPVP, Visakhapatnam from time to time. **The present rate of minimum wages is enclosed at Annexure – III.**
 - h) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
 - i) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - j) Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
 - k) Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
 - l) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
 - m) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
 - n) The tenderer should satisfy all the statutory obligations required under statutes of the Government from time to time.
 - o) The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
13. The contractor should make his own arrangement for providing TEA / BREAKFAST / MEALS etc., to the labour engaged by him and BHEL, Visakhapatnam shall not issue any subsidized coupons for this purpose.
14. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right to check the persons of contractor's employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
15. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
16. The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Jacket, Safety Shoe, Helmet, Gloves, Masks are must for all workers and the other appliances as per the need & requirement of the work) to his laborers and shall be solely responsible for the same.

SPECIAL CONDITIONS OF CONTRACT**:: 3 ::**

17. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) and In-charge (Elect Maint.) of the company.
18. The contractor shall not employ Sub-Contractor without the prior approval of the company.
19. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.
 - a. Muster Roll
 - b. Muster Roll-Cum Wage Register
 - c. Register of Over Time
 - d. Register of Fines
 - e. Register of Advances
 - f. Register of Deductions
 - g. To issue Employment Card to the Workmen
 - h. To issue Wage Slip
 - i. In case of termination of employment, the contractor shall issue service certificate
20. The agreement / contract shall remain in force for a period of **12 Months** from the issue of LOI or unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below.
 - a) If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
 - b) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.
21. The contract can be terminated with **One (1) Month notice** in writing on either side without assigning any reason whatsoever.
22. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
23. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
24. The contractor shall take necessary license in respect of his trade / business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulation & Abolition) act for engagement of labour.
25. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.

SPECIAL CONDITIONS OF CONTRACT**:: 4 ::**

26. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.
27. The contractor shall intimate to **Sr. Manager (IR) / IR Department officials** in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
28. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
29. No wage period shall exceed one month.
30. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
31. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

32. ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by Unit Head.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Visakhapatnam.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

Ref: OPS/OS/AMC/2021-22/011

Date: 10.06.2021

**MINIMUM WAGES & STATUTORY BENEFITS PAYABLE TO THE CONTRACT LABOUR
AS NOTIFIED BY THE HR DEPT. OF BHEL – HPVP, VISAKHAPATNAM
W.E.F. 01.10.2020**

All Values are in ₹.

Sl. No.	Description	Unskilled	Semi-Skilled	Skilled
1	Wage per Day	481.50	565.55	677.05
2	PF @ 12%	57.78	67.87	81.25
3	ESI @ 3.25%	15.65	18.38	22.00
4	Bonus @ 8.33%	40.11	47.11	56.40
5	Leave Wages (with PF & ESI) (Wage per day x 18 / 312) + 12/ 100(wage per day x 18/312) + 3.25/100 (wage per day x 18/312)	32.02	37.60	45.02
6	Wages for Public Holidays (Wage per day x 10 / 312)	15.43	18.13	21.70
	TOTAL	642.49	754.64	903.42

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Date: 10.06.2021

Sub: Service Contract for Electrical Maintenance in Factory premises of M/s. BHEL-HPVP, Visakhapatnam for a period of one year - Reg.

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

CONTRACTOR INFORMATION

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
10.	HSN Code./ SAC Code	
11.	Organizational structure with name and designation	

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD)		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	GSTIN Registration Certificate		
07.	PAN Number		
08.	Income Tax Returns for last 3 years		
09.	Valid 11 KV Electrical Licence		
10.	P & L account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
11.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
12.	MSE Registration Documents, if applicable or valid NSIC certificate		
13.	Qualifying under PPP-MII order 2017 (specify Local Supplier Category Class I/II/III)		

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp and Name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal
Operating the contract / Services

GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN 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.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/ contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That 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 along with interest levied/ leviable on BHEL.

Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance.

Ref: OPS/OS/AMC/2021-22/011

Date: 10.06.2021

BID-SECURING DECLARATION FORM

To,

Dy. Manager
Outsourcing Department,
BHEL- HPVP, Visakhapatnam

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that I/we will automatically be suspended from being eligible for bidding in any contract with BHEL for a period of **10 months** from the date of notification, if I am /we are in breach of any obligation(s) under the bid conditions, because I/we:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required,
 - or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid-Securing Declaration shall expire if I am/we are not the successful Bidder, upon the earlier of (i) our receipt of your notification of the name of the successful Bidder; or (ii) **thirty days** after the expiration of my/ our Bid.

Signature of Tenderer with Company Seal

Date:

Place:

PART – II

(PRICE BID)

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012**

NAME OF WORK:

Service Contract for Electrical Maintenance in Factory premises of M/s. BHEL-HPVP, Visakhapatnam for a period of one year - Reg.

Tender Enquiry No: OPS/OS/AMC/2021-22/011, Date: 10.06.2021

NOTE:

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- 3) **The rate quoted shall be inclusive of all taxes, duties and GST as applicable.** However, GST as applicable shall be paid by the contractor and same shall be reimbursed on submission of proof of payment along with the bill as per Annexure - GST.
- 4) **L1 shall be evaluated based on quoted total price.** However, BHEL reserves the right to negotiate with L1 vendor
- 5) The quantity indicated below in the schedule is indicative only and may increase/ decrease or be deleted but total value of contract will not exceed the awarded value, unless otherwise order is amended. However, payment shall be made for the actual quantity only.
- 6) The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The present rate of minimum wages is enclosed at Annexure – II
- 7) **In case price quoted by bidder is less than present minimum wages & statutory benefits including BHEL additional amount payable to contract worker as per tender, those offers will be rejected.**
- 8) **Normally, Minimum Labour wages are revised twice in a year and Contractor has to pay the revised wages from the effective date. Hence, the bidders are advised to quote accordingly**

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012**

NAME OF WORK:

Service Contract for Electrical Maintenance in Factory premises of M/s. BHEL-HPVP, Visakhapatnam for a period of one year - Reg.

Tender Enquiry No: OPS/OS/AMC/2021-22/011, Date: 10.06.2021

SCHEDULE OF QUANTITY & RATES (SOQR)

Sl. No	Description of Work	Type of Skill Required	Qty. (a)	No of Days per Year (b)	Unit Rate per day (c) (in ₹)	Total Amount for one year (a)X(b)X(c) (in ₹)
1	carrying out of Unskilled Operation per day (i.e. 8 hours operation) as per scope of work.	Un-Skilled	3	300		
2	Carrying out of Semi-skilled Operation per day (i.e. 8 hours operation) as per scope of work.	Semi-Skilled	5	300		
2	Total Amount					₹ _____

Total Offered Amount in Words: