

SCOPE OF WORK

Scope of Work

1. "AMC for Electrical work including high voltage and low voltage work in plant and township quarters of BHEL Rudrapur. It includes electrical maintenance, repair and renovation of installations of the plant & township of BHEL. The scope also covers the electrical surface/ concealed wiring work by using conduit pipes after performing required chiseling, making of slot after cutting the bricks and plaster of wall wherever required. It also includes the operation and maintenance of 11 KV transformers, 11 KV VCB panels, LT panels, operation and maintenance of DG sets of various ratings up to 320 KVA and other electrical works including machine maintenance for various machines in production shops. The details of township and production blocks is as below:

(a) **In Township** – 8 No. HIG, 20 No. MIG and 30 No. LIG houses i.e. Total 58 Nos. Quarters.

(b) **In CFP Factory-**

- Main Fabrication Block (including replacement of Wall mounting fans, Pedestal Fans & ceiling lamps)
- Administration Building.
- Solar collector shop (Extension store)
- Solar Lantern shop (Engineering Building)
- Canteen Building, Security Office, Civil Room, EOT crane
- Water pump house, DG set room, Compressor room
- QLY Office, Production Office, Supervisor room, MNT Room
- Electrical substation, factory street lights and Boundary Lights
- DG/LT Panel Operation including normal & lunch/dinner hours (on UPCL power failure).

(c) **Other Helping Works:-**

- Helping during issuing of drums for diesel procurement to MM Dept. Loading/Unloading/Stacking/Topping up of diesel/coolant in D.G. Set.
- Cleaning of D.G. Set, Substation equipment.
- Cleaning of Machines during preventive Maintenance. Carry of ladder as & when required.

2. Contractor shall be responsible for material carriage within factory, within township and from factory to township & back. Movement of Manpower & Materials shall be done by the contractor at their own cost from township to factory & factory to township.

Note: All the materials for the work shall be provided by BHEL, however, all tools/tackles, and safety equipment's, shall be provided by the contractor.

Terms & Conditions:

1. Only those bidders who agree to BHEL Scope, terms & conditions of tender enquiry should submit their offer.
2. The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in 'Format of Price Bid'. BHEL has right to conduct reverse auction instead of open price bid to determine L-1 offer.
3. Work to be executed strictly under BHEL supervision, as per BHEL instructions and scope of work as and when required during General working shift (8:00AM to 5:00 PM)/A Shift (7:00AM to 4:00 PM)/ B Shift (4:00PM to 12:30 AM). The shift timings may be changed by BHEL as and when required.
4. The contract shall be valid for a period of **SIX Months** from the date of LOI/ Work Order.
5. All the material for the work shall be provided by BHEL however all the Tools, Tackles & Safety equipment shall be provided by the contractor. Movement of Manpower shall be done by the contractor.
6. Contractor should deploy adequate no. of person(s) for the work as required for execution/completion of work at its discretion depending upon the nature/quantum of work. The work is to be carried out by qualified electrical manpower as per the instructions of engineer-in-charge, WEX/Elect. of BHEL-CFP.
7. A measurement book (MB) shall be maintained at BHEL by the authorized representative of BHEL who shall make entries of the work executed by the contractor under relevant heads countersigned by the contractor or his duly authorized representative. Shortcomings, if any in the work executed by the contractor pointed out by WEX department shall be rectified by the contractor within 3 days. Work measured shall be based on complaint closure and the percentage of assigned work completed satisfactorily for factory & township and verified by WEX department.
8. **Payment terms:** Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account with 45 days (bill processing time shall be 10 days by WEX department & 35 days by FIN deptt.) of submission of bill & verification of work by BHEL (minimum supervisor level person) on monthly basis. All payments will be subject to deduction of income tax at source as per applicable income tax rules and GST shall be payable as per GST rules.
9. **Risk Purchase:** In case of failure on part of Contractor to execute the work as per contractual terms, BHEL reserves the right to get it executed from market or any other source at the risk and cost of Contractor. In such case, BHEL reserves the right to deduct any cost incurred to BHEL over & above the contracted rates shall be recovered from contractor dues and pay to the agency / source so engaged.
10. Shortcomings, if any, in the work executed by the Contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same shall be rectified by him within 1 day to the satisfaction of the designated employee.
11. **Security Deposit:** Successful contractor shall submit the interest free security (S.D.) with BHEL @5 % of work order value before start of the work in form of DD/FDR in favor of Manger-Finance, BHEL, Rudrapur, Udham Singh Nagar Uttarakhand.

12. The S.D. shall be refunded to the contractor upon successful completion/ termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc. (if any).
13. The contractor shall intimate to BHEL the details(Name, contact no., etc.) of persons engaged by it under the contract.
14. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under the contract.
15. The contractor is advised to familiarize itself, of the working conditions within BHEL and take all necessary precautions for safe working by its persons. BHEL shall not be liable for any compensation to contractor/its person for any injury/casualty to contractor's person caused as a result of incident/accident during the period of the contract.
16. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at BHEL premises under the contract. The person engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be liable to compensate for any damage to person/property of BHEL/third party by its person(s) within BHEL premises.
17. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
18. Notwithstanding anything contained in the agreement, the contract may be terminated by BHEL by giving a notice of 7 days to the contractor in case of unsatisfactory work communicated to the contractor.
19. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by Head of Unit (BHEL, Rudrapur) The award of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Rudrapur in India. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur courts.
20. **Penalty clause:** The contractor has to attend & resolve the complaint within 3 working days(excluding BHEL off day / holidays) from intimation by BHEL through phone call or e-mail. Non completion of complaint within stipulated period will attract a penalty @ double the rate finalized for the respective activity on per day basis maximum up to 10% of the total value of activity.
21. Contractor shall be responsible for providing safety equipment/ safety shoes/ Helmet/ Safety belt etc. for workmen deployed manpower under contract. Non-compliance of any requirement shall attract irrevocable monetary penalty of Rs. 50/day/manpower.
22. Contractor shall supervise the work allotted to him and to be carried out by his employees.
23. **BHEL reserves the following rights:**
 - (i) to cancel the tender at any point of time during the tendering process at its discretion without assigning any reason thereof to the bidder(s).
 - (ii) to short close the contract at its discretion by giving a notice of 7 days to the contractor during the validity of the contract post award of the work or after start of the work by the contractor, without assigning any reason thereof to the contractor.

Contractor's Obligation

- a) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- b) Contractor shall issue appropriate appointment letters to his employees.
- c) Contractor to provide employment card / Identity card with photograph, duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- d) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the Contractor will replace such employee(s) immediately.
- e) Contractor shall ensure that the job is executed through employees on its rolls and under no circumstances, the Contractor will deploy any casual employee to carry out the job, nor shall sub-contract the job.
- f) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by its employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor, shall lie exclusively with him.
- g) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- h) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- i) Contractor shall ensure that all precautions are taken for safety of his employees and equipment.
- j) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In case Contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- k) Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the Contract at his cost and Contractor shall take insurance policy for their employees or maintain their ESIC requirements.
- l) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

A) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and MP Act, 1952,
 - Payment of Gratuity Act, 1972,

- ESI Act, 1948,
- The Contract Labour (R&A) Act, 1970,
- Payment of Bonus Act, 1965,
- Income Tax Act,
- Service Tax Act
- and all other applicable Acts,

shall be complied with, by the Contractor.

- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutorily prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the Contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools & tackles etc., and take 3rd party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees.

- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence/ documentary evidence to the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

GENERAL CONDITIONS-SAFETY

The following are few safety measures suggested while carrying the work. However, all the items of work should be carried out in safe working manner taking all precautions.

1. The contractor shall supply all safety equipment like safety shoes compatible up to 11 KV, Goggles, Helmets and Safety belts, to all the workers as and when required.
2. The contractor must keep a supervisor always at work site especially during LT & HT works.
3. Power shut down shall be taken before commencement of the work in written, wherever HT power cables are other electrical installation charged.
4. Permission for work at height must be taken in written. Also proper necessary scaffolding and ladders are to be used for carrying out all types of works. The contractor shall provide safety nets/safety belts to the work force during the execution of work at height of more than 3 meter and as directed by the engineer in charge.
5. The contractor shall take all necessary safety precautions and arrange for appropriate appliance to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.
6. The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by BHEL Officials.
 - (i) Safety Helmets conforming to IS: 2925,1981
 - (ii) Safety belts conforming to IS: 3521,1983
 - (iii) Safety shoes conforming to IS: 14544,1998
 - (iv) Eye and face protection devices conforming to IS: 1179, 1967
 - (v) Hand and body protection devices conforming to IS: 2573-1975, IS: 6994-1973 and IS: 8520-1978, IS: 578-1985 and IS: 6694.

PRE-QUALIFICATION REQUIREMENT

Sl. No.	Description	Requirement	Remarks of vendor
1	Name & Address of Party	Fill the details	
2	EPF Registration No.	Enclose a Copy of registration certificate	
3	ESI Registration No. (Enclose a Copy)	Enclose a Copy of registration certificate	
4	Pan Card No. (Enclose a Copy)	Enclose a Copy	
5	GST Registration No. (Enclose a Copy)	Enclose a Copy of registration certificate	
6	Contractor must have Electrical Contractor Licenses from state or center government authority. (Enclose a Copy)	Enclose a Copy of license.	
7	Bank Account Details IFSC Code Account No. Bank Name Branch Name	Fill the details	
8	Acceptance to provide trained/qualified staff	Acceptance required	
9	Acceptance of E-Payment	Acceptance required	
10	Submission of EMD as specified in NIT (Receipt copy to enclosed)	EMD amount or exemption certificate copy required.	
11	Experience of having successfully completed similar works during past 7 years a. Three similar work costing not less than the amount to Rs. 1.89 Lakh each b. Two similar works costing not less than the amount of Rs.2.37 Lakhs each c. One similar work costing not less than the amount of RS. 3.78 Lakh each Note; the above values are excluding the values of taxes and duties.	Copy of relevant orders should be enclosed.	
12	Financial Turnover: - a. Average Financials turnover during the last three years, ending 31 st March of the previous financial year should be at least 1.42 Lakhs. b. Balance sheet and Profit & Loss statement to be submitted as per above point a. In case the latest balance sheet (2020-21) not been finalized, balance sheet of previous three years (i.e. 2019-20, 2018-19 and 2017-18) need to be submitted.	audited/issued by Chartered Accountant of last three years in support of turnover should be submitted. If financial statements are not required to be audited statutorily, then financial statements are required to be certified by Chartered Accountant	

Note 1: The party should submit all the documents / information mentioned in Sl. No. 2,3,4,5,6,7,10, 11 & 12 and acceptance/details for Sl. No. 8 & 9. These are mandatory qualifying criteria & non fulfilment of any one or more criteria shall make the party technically rejected.

Note 2: In case of similar completed work being executed with BHEL CFP Rudrapur, experience will be considered till the last day previous to due date of tender.

Note 3: Definition of similar work - Bidder should have experience of high voltage or low voltage industrial electrical work in any factory or township premises for a period not less than one year.

Authorized Sign. With seal

Name of the Party

Address:

Contact of details

E-Mail Address

BOQ cum Price Distribution sheet

S.No.	Activities	Description	Qty (Nos)	Activity % Weightage
1	DGs : This activity covers all the three DGs of capacity 320 KVA, 125 KVA and 62.5 KVA available in the plant.	Assistance in Operation & maintenance of all three DG sets of rating 320 KVA, 125 KVA & 62.5 KVA. All required material will be supplied by BHEL	400	36.56
2	Township: It includes the electrical work in company owned 58 number houses of category LIG, MIG and HIG located outside the factory, alongwith shifting of required material.	Maintenance of all Light, Fan & Power Circuit & Points in all Township Quarters. All required material will be supplied by BHEL	75	4.96
3	Factory: this activity includes the general electric work in the offices, store building and other misc areas inside the factory premises.	Maintenance of all Light, Fan & Power Circuit & Points in Factory	400	26.47
4	HT panels and transformers: this covers the 11 KV VCB and oil filled transformers inside the factory.	Assistance in maintenance (including breakdown and preventive) of HT Panel 05 No.s & 2 No transformers including routine checkups and preventive & breakdown maintenance work.	42	3.84
5	LT panels: This activity covers all low voltage i.e. 415 Volt distribution panels in the shops and other areas inside the plant.	Assistance Maintenance (including breakdown and preventive) of LT Mdb 14 No.s	84	5.56
6	Preventive activities for Shop machines: It covers the preventive maintenance of all the machines of both the production shops.	Assistance in preventive maintenance of all the machine like Radial Drill Machine, 4 Roll Plate bending Machine, LS Welding machine, CS Welding machine, TIG Welding, MIG Welding etc in old production shop and New production shop.	120	9.93
7	Preventive activities for electrical system: The scope of this activity is to perform the preventive maintenance for all equipments outside the production shops and other misc. electrical installations.	Cleaning, Testing and other routine maintenance work for earthing pits, cable trench, MCBDBs, ceiling fans, exhaust fans, wall fans, lights etc.	80	3.31
8	Outdoor Lighting: It includes the repair and maintenance of outdoor lights installed on the streets, boundary and high mast towers in the plant.	All outdoor lights like Street light, Boundary light etc	60	4.96
9	Misc & Unforeseen: It covers the electrical work which are not covered and listed in above items and arise during day to day working.	Other Miscellaneous and unforeseen work like new wiring, cabling work, compliance of observation of audits, co-ordination of inspection of lifting equipments, stack monitoring of DGs, HSE compliance work etc.	80	4.41