



Name of the work: *Annual contract for Operation & Maintenance of 2 X 4 MLD Sewage Treatment Plant for Factory and Township of BHEL R C Puram Unit.*

E-Tender Notice No: N0AWX00365

BHEL, HPEP, R.C.Puram

BHARAT HEAVY ELECTRICALS LIMITED
HPEP: RAMACHANDRAPURAM: HYDERABAD-502032
TOWNSHIP ADMINISTRATION DEPARTMENT
NOTICE INVITING E-TENDER

1.	E-Tender Notice No	N0AWX00365
2.	Tender Type	Open Tender-Two Part (e-Tender)
3.	Name of work	<i>Annual contract for Operation & Maintenance of 2 X 4 MLD Sewage Treatment Plant for Factory and Township of BHEL R C Puram Unit.</i>
4.	Location of work	BHEL, Ramachandrapuram, Hyderabad-502032
5.	Period of contract	Twelve (12) Months from the date of commencement.
6.	Maintenance period	Six(06) Months.
7.	Earnest Money Deposit	Rs. 66,676 (Rupees Sixty-six thousand six hundred and seventy-six only). EMD will be waived off for MSE vendors on submission of valid documentary proof. (EMD shall be paid preferably in the EFT form (receipt shall be uploaded), EMD taken other than EFT mode i.e. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL, should be forwarded in original, physically/ couriered to Township Administration department, BHEL, Ramachandrapuram, Hyderabad, Telangana-502032, on or before tender submission deadline. The scanned copy of the same should be uploaded in eProcurement site.
8.	Approximate estimated value of work	Rs.33,33,775.82 /- plus taxes extra
9.	Mode for submission of offer	Bid to be submitted only electronically by logging to https://eprocurebhel.co.in/nicgep/app . Physical submission of Tender shall not be accepted.
10.	Contact details for queries related to tender	Sunder Manoj A Manager/TA-Civil Planning, BHEL-PEP, Hyderabad Ph no: 040-23182640, mail sd-sum@bhel.in , Madhusmita Sahoo, Engineer, Planning/TA Civil, BHEL Hyderabad Phone No: -040-23183585, mail Id-madhoo@bhel.in
11.	Date of Notification	12.12.2023/14.30 Hrs.
12.	Last Date for Receipt of Bid	22.12.2023/11.00 Hrs.
13.	Date of Techno Commercial Bid Opening	22.12.2023/14:00 Hrs.



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PART-A (TECHNO COMMERCIAL BID)

Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites bids from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, for ***“Annual contract for Operation & Maintenance of 2 X 4 MLD Sewage Treatment Plant for Factory and Township of BHEL R C Puram Unit”***.

1. Scope of work

The Scope of Work includes the operation and maintenance of STP 2x4 MLD plant and repair/replacement of the equipment's/machineries depending up on the site requirement and as per the instructions of the concerned executing officials.

2. Earnest Money Deposit (EMD)

- a. To Participate in the tender, an amount of **Rs. 66,676** (Rupees Sixty six thousand six hundred and seventy six only) towards EMD shall be submitted by bidder along with Technical Bid in the following ways:

Modes of deposit: The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer (EFT) credited in BHEL account (before tender opening) (ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

EMD taken other than EFT mode, should be forwarded in original, physically/ couriered to Township Administration Department, BHEL, Ramachandrapuram, Hyderabad, Telangana-502032, on or before tender submission deadline. The scanned copy of the same should be uploaded in eProcurement site.

- b. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- c. Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the Bidders.
- d. EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- e. EMD by the Bidder will be forfeited as per NIT conditions, if:
- After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.



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- f. The account details of BHEL for purpose EMD and Security Deposit through RTGS/NEFT mode is mentioned below:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code

2. Option : RTGS/NEFT

3. Beneficiary Details:

A) Name of Beneficiary : BHARAT HEAVY ELECTRICALS LIMITED

B) Address : RAMACHANDRAPURAM, HYDERABAD- 502032.

C) Bank Name : STATE BANK OF INDIA

D) BRANCH NAME : BHELTOWNSHIP, HYDERABAD- 502032.

E) Account No. : 62048154115

F) Account type : Current A/c

G) Bank IFSC Code : SBIN0020075

H) Bank MICR Code : 500002370

g. MSE Supplier (Micro and Small Enterprises)

MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either valid NSIC certificate or Udyam Registration certificate along with attested copy of a CA certificate (Format enclosed at Annexure-A) 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 benefit 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.



3. PREQUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- 1) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost (**Rs.10,00,132.75**)/-. Further, if the tenderer fails to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover.
- 2) Particulars of experience / credentials for the works executed of any contract during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following:
 - a) Three similar works completed / executed each costing not less than the amount equal to 40% of the estimated cost of each work (**Rs.13,33,510.33/-**)Or
 - b) Two similar works completed/executed each costing not less than the amount equal to 50% of the estimated cost of each work (**Rs. 16,66,887.91/-**)Or
 - c) One similar work completed/executed costing not less than the amount equal to 80% of the estimated cost of each work (**Rs. 26,67,020.66/-**)

Similar Work: *Experience in Operation & Maintenance of Sewage Treatment plant or any type of waste water treatment plants.*

(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain Contact details of issuing authority, work order copies along with Form 26AS/TDS certificate / bank statement for payment from the organization for the work executed).

- iii) Valid ESI Code Number and P.F. Code Number
- iv) GST Registration number (Copy of GST registration to be enclosed).
- v) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).



4. Instructions to Bidder

- 1) Bid to be submitted only electronically by logging to e-Procurement portal <https://eprocurebhel.co.in/nicgep/app> . Physical submission of Bid shall not be accepted.
- 2) Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below: Part ‘A’: Techno-commercial Bid along with EMD and Part ‘B’: Price Bid shall be submitted duly signed, stamped, scanned and to be uploaded in e-Procurement portal <https://eprocurebhel.co.in/nicgep/app>.
- 3) The Bidder shall not indicate the price or rate in PART-A: Techno-commercial bid. The Bidder shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL’s Terms & Conditions may liable to be rejected as Non-responsive/non-conforming and non-acceptable.
- 4) Part ‘B’ – The Bidders are required to submit their quotation for all the items listed in the Price Bid format. The tender percentage should be quoted in BOQ template after careful study of the actual job requirement, so that, in case the contract is awarded, Bidder should not express any difficulty in execution of the contract. Price Bid should not carry any conditions. Price bid will be opened in respect of those Bidders who are qualified in Techno- Commercial Bid.
- 5) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 6) The Bidder should submit the Bid documents intact without detaching any page or pages.
- 7) Before making the offer, the Bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 8) BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Bidder if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- 9) BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI, PF contribution, payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.
- 10) The Minimum Wages prevailing at BHEL R.C. Puram consists of State Basic +State DA and Additional payments (herein after referred as BHEL fair wages) from time to time are payable to workmen. The Bidder would be required to pay allowances/incentives as decided and communicated by BHEL.
- 11) **VALIDITY OF RATES:** The price bid validity quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- 12) The Bidders 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 related procedures & practices adopted in BHEL.



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- 13) The Bidder shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
 - 14) The firms/vendors/contractors who are in the BHEL banned list are not eligible to participate in this tender. The offers received from such firms/vendors/contractors will be rejected. The list of banned firms is available on BHEL website www.bhel.com.
 - 15) Agencies who are presently working with BHEL are also required to submit proof of satisfactory performance and completion of contract otherwise the bid will not be considered.
 - 16) Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor.
 - 17) Discrepancy in words & Figures quoted in Price Bids:
 - i. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - ii. 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 (i) above
 - iii. 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
 - 18) BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
 - 19) BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
 - 20) BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the Bidder.
 - 21) Tender document should be complete in all respects. Successful Bidders shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL. Pro-forma for Contract Agreement is enclosed at Annexure-C
 - 22) The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
 - 23) If a Bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
 - 24) Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.
 - 25) If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also



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sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.

- 26) The Bidders must satisfy themselves by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
- 27) Bidder shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
- 28) This is a time bound contract for period mentioned, and does not envisage any extension of time / period unless otherwise it is given in writing.
- 29) The bidder has to fill all the formats as enclosed at clause No. 8 "Formats to be filled by the Bidder"
- 30) Quantities in Part – B of price bid shall be operated as per requirement at site only and accordingly payments shall be made. Value of Part-B may not be consumed fully and vendor shall quote by keeping in view of the cited condition.
- 31) **Site Visit:**
 - a) Before quoting, the Bidders 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 related procedures including payments, billing and practices etc.
 - b) They should be well versed with BHEL General Conditions of Contract, Instructions to Bidders, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The Bidders shall specially note that it is the Bidder's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
 - c) The Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - d) The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.



31) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

32) Period of Contract

- i) The contract shall be for a period of **12 months** from date of commencement.
- ii) The parties, if mutually agreed upon, may extend the period of contract for a further period of **12 months** on the same terms and conditions
- iii) If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.
- iv) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

32) Evaluation of Price bid:

- i) A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful Bidder as per NIT criteria.
- ii) Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items (price bid) indicated above minus tax credit, if, any)
- iii) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
 - In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s)
 - Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- iv) Bidder shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.
- v) The evaluation currency for this tender shall be INR.

vi) Reverse Auction

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com or <https://www.bhel.com/guidelines-reverse-auction-2023>) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for Reverse Auction (RA).

In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking

33) Terms of Payment

- a) Payment will to be based on the actual execution of the work as certified by executing agency/Engineer-in-charge
- b) Payment shall be disbursed on the basis of actual unit executed, duly certified by the concerned executing agency in measurement book.



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- c) The Contractor shall record the executed work and get it certified by the concerned executing officials for processing the bills.
- d) Before billing, the Contractor shall show the records of payment of wages to workmen, ESI & PF contribution to the relevant departments. Contractor shall show the proof of providing relevant Personnel Protective Equipment's to workmen. The claims/bills will be scrutinized, certified and process for payment by the respective user departments and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.
- e) Payment to the workers by Contractor to be made on or before 7th day of every month without fail, otherwise suitable action shall be taken at his (Contractor) risks and cost.

f) Guidelines for payment of labours by contractor

As per BHEL HR circular the daily wage rate is Exclusive of Holidays, Leave Wage, PF & ESI, PPE's

i) Daily Wage rates as on date

U S W : ₹ 591.64

S S W : ₹ 628.98 "

S W : ₹ 664.79 "

ii) Leaves and Holidays

11 days paid holidays per year

Paid Leaves @ of one day for every 20 days work

iii) P F and E S I

PF and ESI as applicable on basic wages should be contributed by the contractor on above daily wages for working days, Holidays and on availed leaves.

Each PPE items should follow BHEL Safety Engineering Standards.

- g) The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labors capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work.
- h) Contract is to be expressed both in terms of required categories of labour and number of labors against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labors engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.
- i) Following conditions shall be adhered strict during the contract period:
 - In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
 - If the unsatisfactory performance repeats, contract is liable to be short closed



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2. The contractor shall provide two pairs of stitched uniform, shoes of standard specified by BHEL and two pairs of socks to all his workmen within 30 days from the commencement of work. The Contractor is required to submit proof of expenditure incurred and acknowledgement from his workmen for providing PPE's. If contractor fails to provide the said PPE's, Rs.1800/- will be deducted as penalty against each workmen engaged during the contract period. BHEL shall not reimburse any amount towards Uniform to the contractor.
3. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period as per HR-IR circular/instructions issued from time to time. The bonus amount payable, BHEL shall not reimburse any amount towards this.
- 3) **PRICE VARIATION CLAUSE:** This is a Firm Price contract. Any increase in consolidated wages of BHEL RC Puram or increase in Variable Dearness Allowance by appropriate government to the eligible workmen of contractors, will not be reimbursed by BHEL RC Puram to the contractor. The rates quoted by the contractor shall be firm for entire period of contract. The bidder shall quote a firm price. The prices shall be firm throughout contract execution and shall not be subjected to any escalation on any account whatsoever.
4. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also. The Contractor is bound to execute the work in the period of contract on the same terms and conditions without any demur.
5. ORC (Over Run Compensation) not applicable
6. **Penalty clause:**
 1. If the agency fails to commence the work as requested by the department, a penalty of 0.5% on the gross value of work for weeks' delay will be applicable subjected to maximum of 10% of the total order value. Penalty amount so determined along with GST if applicable thereon shall be recovered.
 2. If the contractor fails to deposit the required security deposit, then 0.5% per weeks' delay will be applicable subjected to maximum of 10% of the total SD amount and EMD will be forfeited.
 3. In the event of delay in supply of goods and or services beyond contractual delivery date, penalty of 0.5% per week or part there of shall be levied on the gross value of work subject to a maximum of 10% of the total order value. Penalty amount so determined along with GST if applicable thereon shall be recovered.
 4. Sludge disposal shall be considered 4 times in contract period. Successful agency has to use separate set of tractor and labour for this work. Successful agency is only responsible of the workers for their safety during the work. BHEL will not pay any additional amount other than the agreed amount. In case of no disposal then 4 times, of Rs.3413/- will be deducted for each case.
 5. Agency has to carry out sampling and analysis as per the Annexure. If the agency does not carry out the tests and / or do not submit the reports, a penalty of Rs. 20,112/- per Month shall be deducted directly from the bills. In case, agency has not deployed the required manpower, a penalty of Rs.772.82/- per day per person (wage of a Skilled worker including PF, ESI) shall be recovered from the bills.

34) Taxes & Duties

- a. Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.



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- b. If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- c. Bidder to quote the applicable taxes in the following manner:
- Harmonized System of Nomenclature (HSN) of Good
 - Services Accounting Code (SAC) of Services.
 - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
- d. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- e. In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- f. Any other taxes & duties not covered anywhere above may be indicated separately.
- g. Taxes deducted at source:
- TDS as per the extant statutes shall be deducted.
 - In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
 - Concessional certificates, if any, should be provided well in time for lower deduction of tax.
- h. Terms & Conditions to be complied in GST
1. All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPEP GSTIN i.e. 36AAACB4146P1ZG. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
 2. Reimbursement of GST amount will be made only upon completion of the following:
 - Bidder declaring such invoice in their GSTR-1 Return/ IFF
 - Receipt of Goods or Services and Submission of Tax invoice by BHEL
 - The tax invoice is reflected in the GSTR2B of BHEL, HPEP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
 3. In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. The same would be available in PRADAN Portal for the bidder's information. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
 4. In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
 5. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.



6. Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number. The same can be downloaded from PRADAN Portal.
7. GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
8. Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities.

5. General terms and conditions

- 1) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- 2) In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain license under Inter State Migrant Workmen (RE&CS) Act 1979.
- 3) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- 4) The Bidder shall keep the contents of his tender and rates quoted by him to be kept confidential
- 5) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- 6) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language.
- 7) The tenders which are finalized by CWSC are executed by different user departments. For such contracts, the execution and billing process for payment to the contractor will be carried out by respective user departments only.
- 8) Security Deposit of contractor will be refunded only after the expiry of maintenance period the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 9) No interest shall be payable by BHEL on earnest money or security deposit or any money due to the Lessor and Vendor by BHEL.
- 10) In case the Bidder is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years' existence in business consecutively for the past three years.
- 11) The Successful Bidder has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 12) There should be no litigation or charge under investigation / enquiry / trial against the Bidder, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Bidder shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.



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- 13) The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 14) In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor
- 15) The total supervision & execution of the works is the sole responsibility of the contractor and he/she shall deploy adequate supervisors for the proposed work.
- 16) In case the Bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 17) For the works which are continuous in nature, and which require regular interaction and monitoring, the Bidder shall have an Office/Establishment in Hyderabad.

18) Statutory Requirements

1. While quoting the rate, the Bidders are advised to take note of minimum wages prevailing at BHEL R.C.Puram which consists of State Basic +State DA and Additional payments payable (herein after referred as BHEL fair wages) to workmen.
2. The Bidder will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, GST as applicable and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, Telangana State Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
3. The Bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 T.S Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The Bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
4. The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
5. The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred despite other legal action.
6. Each Bidder will be required to maintain the daily attendance of his labors in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.

19) Man Power

1. The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.



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2. The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and Shoe by their workmen.
3. The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
4. The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
5. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
6. The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
7. The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
8. The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
9. Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

NOTES

- 1) One Operation means operating and maintenance of STP 2 x4 MLD for a period of ONE month.
- 2) All required chemicals are free issue from BHEL stores but transportation of chemicals from BHEL stores to STP is in the scope of contractor.
- 3) All the necessary safety equipment to be provided by the agency only.
- 4) Sludge disposal within 4 kms range or shall be disposed at nursery, which is as directed by Eng-in-charge. Sludge disposal shall be considered 4 times in contract period. Successful agency has to use separate set of tractor and labour for this work. Successful agency is only responsible of the workers for their safety during the work. BHEL will not pay any additional amount other than the agreed amount. In case disposal is for less than 4 times, Rs. 3413/- will be deducted for each case.
- 5) Agency to deploy qualified manpower as per the Annexure.
- 6) Agency to maintain records as per the Annexure.
- 7) Agency should arrange required lubricants/grease for rotating equipment's for the maintenance of STP.



20. Contractor SPECIAL TERMS & CONDITIONS OF CONTRACT

1. As per the requirement and as per the instructions of Engineer – in – charge, agency shall work on a holiday also, agency has to ensure the security and safety of the workers during the work on any days.
2. The contractor shall maintain a logbook for record of deployment of manpower on daily. The record shall be duly verified by the Engineer-in-charge
3. The contractor or his authorized representative shall report to Engineer - In charge of the civil maintenance at 8 am daily
4. Daily record shall be maintained of all works performed under this contract. The work done shall be entered in the register duly signed and dated by both parties viz representative of Engineer In charge and the contractor or his authorized representative each day on completion of work.
5. During repair or relaying of pipe lines / any work, agency has to place enough number of signboards like STOP BOARDS, WORK UNDER PROGRESS, TAKE DIVERSION etc., and enclose the work with safety ribbon all at his own cost.
6. Safety of the commuters, workers are agency's sole responsibility.
7. Any damage to the 3rd party / persons to be taken care by insurance etc. insurance shall be for full or partial injury, death, medical treatment shall be borne by the agency only, BHEL shall not be responsible for the accidents and money incurred on their account by agency.
8. Deploy enough number of supervisors at agency's own cost to divert traffic.
9. List of employees going to be deployed. The details like PF, ESI, Adhar Bank A/c No to be mentioned: Any work without the list with all above details desired, shall be rejected before getting IR clearance.
10. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores. Penalty will have implemented 2 times cost of material if the material is not returned to the stores.
11. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
12. The quantity will be counted, measured and weighed and certified by the authorized persons. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL

SPECIAL TERMS AND CONDITIONS OF CONTRACT

- 1) Each of the existing Plant is capable of treating 2 x 4 MLD of sewage per day.
- 2) The contractor should engage Supervisor and shift Operators for the O&M work. The Manpower requirement is given in Table for operation & treating the sewage to the norms specified by BHEL and disposes the treated water as directed by the Engineer-in-charge.
- 3) Operation and Maintenance is to be carried out in three shifts a day for all the activities of the plant maintaining pumps, valves, blowers, pneumatic types, dosing systems etc. as per OEM manual.



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- 4) Daily log details have to be maintained for all equipment of the plant and their performance including energy / diesel consumption, feed and permeate water qualities as instructed by BHEL Engineer in charge. All equipment & valves may have to be operated / controlled manually also.
- 5) If the system is not operated for more than a shift of 8 hours due to break-down on account of other than Power Supply, non-availability of effluent, Spares, etc., recovery will be made on pro rata basis as per the approved and awarded rate as in Sl.No.1 and / or Sl. No. 2 for respective STP plant per month from the date of break down to the date of putting back the system to perform effectively. The work is to be executed on all BHEL working days including public holidays and Sundays. Carryout preventive maintenance of the equipment like pumps, blowers' valves etc as per the instructions given in the O&M manual. Attend all minor breakdowns. Materials, if any, required for repairs & maintenance of the equipment by Contractor will be given by BHEL. In case of major breakdown, arrange for removal of the motor, gearbox, blowers, pumps etc and handover to BHEL for repair. The Operator / Supervisor shall report to the BHEL Executive / Supervisor in charge of the sewage treatment plant, about the performance & healthiness of the plant every day. Contract supervisor shall be responsible for all official correspondences with BHEL. The contractor shall depute alternate Supervisor / mechanic / Operator if the shift Supervisor / Mechanic /Operator is on leave / absent / compensatory off.
- 6) Required Power and Water for the Operation of the system will be provided by BHEL free of charges.
- 7) All Chemicals required for Operation and Maintenance of plant are free issue by BHEL
- 8) Raw and treated water should be tested for pH, TSS, TDS, COD, BOD @20 ° C for 5 days / 27° C for 3 days, Oil & Grease, etc. as per the schedule given in the Annexure. Possible field tests have to be conducted on daily and routine basis and pollution control board approved lab tests have to be conducted at least once in a month. All test records and results should be maintained and produced to BHEL for its verification.
- 9) Analysis should be conducted in any lab approved by State Pollution Control Board for conducting the above said tests, within the quoted rates.
- 10) The contractor should maintain all monitoring records w.r.t STPs operation and maintenance, Laboratory analysis, etc was listed in the Annexure.
- 11) The Contractor should associate for collecting samples by statutory bodies like Central Pollution Control Board, State Pollution Control Board and others if necessary. The STP O&M contractor shall liaison with State Pollution Control Board for all purposes as required w.r.t these STPS within the quoted rates.
- 12) The contractor shall ensure payment of Minimum wages, Bonus to the workmen employed by him at the rate at which shall not less than the minimum wage applicable under Law from time to time.
- 13) PF & ESI Act should cover the workmen as applicable and payment will be made only on verification of the documents for the remittance of ESI and PF for the personnel engaged in the work
- 14) The contractor should submit the list and quantity of consumables and spares used every month for the verification by BHEL
- 15) The details of spares required for all pumps and the equipment shall be given by the contractor which are not in their scope well in advance so as to procure and keep ready to run the plant without any interruption, and the same will be issued to them on written requisition. Replacing of defective spares is in the scope of contractor. Records shall be maintained for the receipt and use of spares supplied by BHEL
- 15) The workers should be provided with Personal Protective Equipment's such as gloves, goggles, safety shoes, gum boots, face masks, waste cloths, soaps, etc by the Contractor within the quoted rates.
- 16) The contractor should follow all procedures pertaining to safety and EMS in day to day running of the plant
- 17) The contractor should keep a First Aid Box with list of Aids and should be refilled as and when required.
- 18) During this period the contractor should take whole responsibility of the Plant operation including treatment efficiency. Any deviation from the specific performance requirement of any equipment or quality



of treated effluent as per norms, the contractor shall immediately take steps to rectify the deficiency without any extra cost to the Authority.

TECHNICAL WRITE-UP OF THE SEWAGE TREATMENT PLANT (STP)

1. INTRODUCTION

Basically the intent of the STP plant (2 X 4 MLD) is to treat the domestic, industrial and canteen effluents coming from the factory and the domestic sewage from the township at one location i.e., near NRSP in Township. The average capacity of each treatment plant is 4 MLD. The plant is built with the state of the art **Membrane Based Bioreactor Technology (MBR)** to treat the effluent.

All the technical requirements for the plant to produce permeate water meeting the pollution control norms and also reuse either for the gardening/toilet flushing have been incorporated in the plant design. Process Flow Diagram is enclosed. Contractors are advised to study the details. They can also visit the plant site to understand the condition and process requirements, if required. Details of process are described in the following pages. These are the minimum details and not exhaustive. Detailed O & M manual will be available at the site and the contractor shall carry out the O & M of the plant strictly as per the O & M manual. Necessary technical assistance, wherever required, will be provided by BHEL.

Preliminary Treatment

The hydraulic, biological and membrane design is based on the feed characteristics described above. Factory sewage with drain from the Canteen, oil, coolants from factory, automobile work shop shall be collected in an industrial equalization Tank of capacity 2 x 100 m³ by gravity. From Equalization Tank the effluent is pumped to Coarse bar screen followed with Grit removal mechanism and finally through DAF. The treated effluent from DAF shall flow by gravity to Oil & grease chamber located at Sewage Treatment Plant. The Underflow from DAF shall send to common sludge collection pit and the floating oil removed from DAF separately and disposed by customer. Domestic sewage from the residential colonies and schools will be pumped to Coarse Bar Screen, grit chamber, Oil and Grease skimmer and collected in equalization tank. We have considered 6 Hours holding time equalization Tank capacity of 2000 m³ (2 X 3 Hours each).

The homogenized and mixed wastewater in the equalization tank will be pumped through fine screening before entering the MBR system

An internally-fed screen with mesh or punched-hole openings less than or equal to 2 mm in diameter with no possibility of bypass or carryover is absolutely required to maintain both membrane warranty, and optimal MBR operation.

Trash and non-biodegradable solids, such as hair, lint, grit and plastics may foul or damage the membranes if allowed to pass into the membrane chamber.

The pretreated and screened effluent is then fed into aerobic tanks of the bioreactor by gravity.

Secondary Treatment – Biological treatment

There are two biological trains. Each train is comprised of aerobic tank.

The Mixed Liquor from Membrane tank is pumped through RAS Pumps and effluent in equalization tank is pumped into aerobic Zone. Effluent from the Equalization tank and Return Activated Sludge (RAS) being pumped from the membrane tank must be mixed and fed into the bioreactor tank. Influent wastewater and re-circulated sludge will be divided between the two biological trains as it enters each aerobic tank. Biological process blowers



and fine bubble diffusers in the aerobic tanks will provide the oxygen required for the biological process as well as the mixing energy required to keep the mixed liquor in suspension. The process aeration blowers provide air for the biological tank and ensure that sufficient oxygen is available to maintain the biological processes in the tank. Dissolved oxygen will be monitored in each aerobic tank to achieve a desired set point of 2 mg/L. There will be Two (2) duty blower and one standby blower with VFD providing process air to the aerobic zone of the bioreactor. The mixed liquor overflows by gravity from the biological tanks to the membrane tanks where the solid/liquid separation takes place by means of the vacuum created by the process pumps. The permeate is stored in the permeate storage tank. As a result of the permeation, the concentration of the mixed liquor in the membrane tanks increases and is higher than the one in the aerobic tanks. To maintain the mixed liquor concentration to acceptable levels in the membrane tanks, typically 10,000 mg/l, the mixed liquor is constantly removed from the membrane tanks and re-circulated back to the aerobic tank with the help of the RAS pumps, a process called membrane tank de-concentration. A portion of the return activated sludge may be diverted to the Sludge Holding Tank for solids processing by RAS pumps.

The mixed liquor from the end of the bioreactor aerobic zone will proceed by gravity to the membrane filtration basins. At the outlet of each aerobic tank and inlet of each filtration basin there will be isolation valve. Flow will proceed by gravity through the valve. The sluice gate valve can be used to either isolate of the membrane tank (i.e. During cleans). Plant demand will be controlled by the feed flow into the system and can be trimmed by the level in the bioreactor/membrane tank. There are two membrane trains. One permeate pump and one standby pump is employed to draw water through the membranes. Treated water flows from the permeate pump to the final disposal point. Under normal operation and average day flow conditions, permeation is stopped for a specific period of time at regular intervals. This membrane relaxation period, combined with air scouring, effectively removes solids that have accumulated on the membrane surface or within the fibers and reduces electrical costs. Same permeate pump with valving arrangement are provided for back pulsing the membranes. Under increased flow or adverse sludge conditions, the operator is able to select a "back pulse" mode. In this instance, the pump with valving arrangement will reverse the flow of permeate through the membrane fibers to dislodge solids that have accumulated on the membrane surface or within the fibers.

The membranes are air scoured with two duty membrane aeration and One-common standby membrane aeration blowers. The membrane blower capacity for the respective modules can be adjusted by pulley arrangement. Waste activated sludge (WAS), will be removed to the sludge handling facilities via a side stream on the discharge from the RAS pumps.

To maintain the SRT, activated sludge will be wasted from the membrane tank at a predetermined rate. This will be carried out by RAS pumps.

BIOLOGICAL PROCESS DESIGN

The biological design is based on the design flow and loading conditions as mentioned in above paragraphs. Based on the influent characteristics, process configuration has been selected. Process Flow Diagram is enclosed for detailed study: Contractors can visit the plant and understand the condition and requirements, if they want.

Annexure-I

Sl. No.	Description	Value	Unit
1	Flow basis of biological design	8	MLD
2	No. of biological trains	2	Nos.
3	Aerobic working volume per Train	1150	m3



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	(including swing zone of 50cu.m)		
4	Total Bioreactor working volume	2460	m3
5	Aerobic tank maximum operating liquid depth+ 0.7 M FB	4.5	m

The table below lists the main design assumptions and outputs at the design temperature for the average day flows.

Sl. No.	Description	Value	Unit
1	Temperature	25	°C
2	Design Bioreactor MLSS1	8.0	g/l
3	Design Bioreactor MLVSS /MLSS2	58	%
4	Total HRT (Including Membrane Tank)	7.4	Hours
5	Total SRT	10	Days
6	Approx. sludge waste rates (from membrane tank)	210	m3/d
7	Total Air requirement for Aerobic Zone	5200	m3/hr

Notes (1): Bioreactor MLSS refers to the MLSS in the aerobic zones.

Note (2): MLVSS/MLSS ratio values obtained based on assumptions made.

INFLUENT Water Quality

MBR feed water quality considered for the design of the MBR system is as below:

Sl No	Parameter	Raw Sewage (Town Ship – NRSP)	Industrial Inlet Effluent (Industrial – J Gate)	Raw Effluent (Combined effluent)	Units
1	pH	6.5 – 7.5	6.5 – 7.5	6.5 - 7.5	NU
2	TSS	13 – 300	168 – 200	400	mg/L
3	BOD5 @ 20 °C	51 – 250	276	300 Max	mg/L
4	COD	118 – 500	610	600 Max	mg/L
5	Total Kjeldhal Nitrogen (TKN)	26 – 55	38	55 Max	mg/L
6	Total Ammonia as N	23 – 45	35	45 Max	mg/L
7	Total Alkalinity, as CaCO3	318	294	350	mg/L
8	Oil & Grease (Free)	<50	300 max	100 Max	mg/L
9	Flow	6400	1600	8000	M3/Day

Feed flow data

The following table outlines temperature and flow rates required at the inlet to the MBR System offered.

Sl. No.	Description	Capacity
1	Waste water temperature	25°C
2	MBR feed flow rate	2x4 MLD

Product water quality

The following performance parameters are expected under standard operating conditions after equipment start-up based on the data and assumptions listed above.

Sl. No.	Description	Value	Units
1	TSS	<5	mg/l



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2	BOD5 @ 20°C	<5	mg/l
3	Turbidity	<1	NTU
4	COD	<30*	mg/l

Note: *- Expected effluent quality assumes soluble fractions of COD are biodegradable to this degree.

Annexure - II

MAN POWER REQUIREMENT

<u>MAN POWER REQUIREMENT FOR 2 X 4 MLD STP</u>					
Description	Edu. Qualification	Nos. Reqd.	Shift(s)	Total Nos./ day	Remarks
Shift Operators	Diploma in Mech. / Electrical	3	A, B, C	3	
Supervisor	Diploma/ Graduate Engineer	1	General	1	
Fitter	ITI Fitter Trade	1	A or B or C	1	One Shift
Electrician	ITI Electrician Trade	1	A or B or C	1	One Shift
Helpers	--	1+1	A, B	2	One Person per Shift
Total No. of Workers / Day				8	

NOTE: -

1. Rates in the PART – II - PRICE BID have to be quoted considering the manpower deployment as described above.
2. All the above Operators & the Supervisor shall have experienced in the Operation & Maintenance of similar Sewage / Effluent Treatment Plants.

SHIFT DETAILS:

General Shift - 8.00 Hrs. to 16.30 Hrs.

'A' Shift - 6.00 Hrs. to 14.00 Hrs.

'B' Shift - 14.00 Hrs. to 22.00 Hrs

'C' Shift - 22.00 Hrs. to 6.00 Hrs.

(NOTE: Shift timings for the STPs and reliever operator duty are modifiable time to time to suit efficient Operation & Maintenance of the STPs at the discretion of BHEL)

3. The required Chemicals for O & M of STP will be free issue by BHEL only.
4. Contractor may deploy chemist at his own cost as when sampling, testing or any other chemical process is required to be done. BHEL shall not reimburse any amount other than the agreed amount.

Annexure - III

Sampling and analysis:

Sl.No.	Parameter	Periodicity
FOR BOTH FACTORY & TOWNSHIP SEWAGE TREATMENT PLANTS		
1	PH of feed	Field test daily as required(All apparatus, testing chemicals & testing at contractor's cost)
2	PH of permeate	
3	Dissolved oxygen	
4	MLSS	

Permeate to be Tested in State PCB approved Lab

1	pH At least once in a month	(All sampling & testing charges at contractor's cost – To be
2	Oil & Grease	tested at State PCB approved lab) at expenditures within the
3	Total Solids TS	quoted rates)
4	Total Suspended Solids TSS	



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5	Total Dissolved Solids TDS	
6	Biological Oxygen Demand BOD	
7	Chemical Ox gen Demand COD	
8	Nitrate Nitrogen	
9	Dissolved Phosphates as P	
10	Chlorides as Cl	
11	Sulphide as S	
12	Sulphates as So4	
13	Total Coliform	

List of records to be maintained:

1. Consumption of chemicals on weekly basis.
2. Hours of Operation of all pumps, blowers, etc.,
3. Flow meter reading of Permeate, sludge bleed etc.
4. Hours of operation of DG set during power failure
5. Consumption of Diesel, kerosene, lubricants, etc.
6. Electrical units' consumption in each shift
7. Breakdown and corrective/preventive actions
8. Process failures and corrective/preventive actions
9. Lab monitoring records for all parameters of feed & permeate
10. Records for receipt and use of spares, dosing chemicals, etc.
11. Pay quittance and attendance register
12. EPF, ESI, GST and Pan No.

21. Safety

SAFETY & PPEs:

All safety equipment such as safety shoes, safety helmets, safety belts & other equipment (as required for this work) are to be positioned by the contractor and used as per requirement.

Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.

Violation of applicable safety, health & environment related norms, a penalty of Rs. 5,000/- per occasion shall be imposed on the contractor.

Violation as above resulting in any physical injury to the contractor's workmen, a penalty of 0.5% of the contract value shall be imposed (maximum of Rs 20,000/-), for each injury case in addition to Rs 5,000/- mentioned herein above.

COMPENSATION IN CASE OF DEATH / PERMANENT INCAPACITATION OF PERSON DUE TO UNINTENDED / UNFORESEEN OCCURRENCES:

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

(a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.



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

To meet the above eventualities, Contractor, is advised to purchase required Group Personal Accidental Insurance Policy / Policies, at his own cost, for both the above sums insured and maintain validity throughout the contract period and extended period, if any, covering all the employees deployed in the work by the Contractor and also covering the third party personnel for the damage(s) / injuries / fatalities caused, for whatsoever reason, either by the Contractor or by the employees of the Contractor or by the machinery deployed by the Contractor.

Note: If any amount / compensation is required to be paid by BHEL due to failure by the Contractor or due to delay in settlement of compensation, on account of release of such amount by BHEL, same shall be recovered from the Contractor's bills / any amounts lying with BHEL from any contract across pan BHEL, for which Contractor is solely responsible.

SAFETY OF MACHINES, EQUIPMENTS, TOOLS & TACKLES etc.:

- (a) The machines, equipment, tools & tackles of the Contractor brought inside BHEL to carry out the work(s) shall have valid test certificates from a competent authority / agency. Timely renewal of the certificates is to be done in case validity expires during contract period.
- (b) Contractor shall engage only trained and authorized persons to operate cranes, mobile crane / hydras, dozers etc.
- (c) Tools, tackles, slings, chain pulley blocks, D shackles of the Contractor brought inside BHEL to carry out the work(s) shall have valid "fit-to-use" / "fitness" certificate and same shall be inspected by the concerned departments/agencies and the safety officer before their use. Timely renewal of the certificates is to be done in case validity expires during contract period.
- (d) Electrical portable tools of the Contractor like drilling machine, grinder, cutting machine, switch boards etc., & other electrical equipment shall be fit to use.
- (e) Contractor shall provide 3 pin industrial plug tops, switches & sockets with MCB / ELMCB / RCCB to all his Electrical portable tools and no loose / naked connections shall be permitted.
- (f) Contractor shall provide and ensure that proper Earthing is available to all his electrical equipment, power tools and switch boards.
- (g) Contractor's vehicles like tractors, tractor trolleys, trucks, JCBs, Hydras, Cranes etc., engaged in the work shall possess valid fitness certificate, PUC, insurance etc., as per the MVI Act/Rules. Timely renewal of the certificates is to be done in case validity expires during contract period.
- (h) Drivers engaged by the Contractor shall have valid driving license for the relevant type of vehicle.
- (i) Contractor shall provide and ensure that flashback arrestors both at cylinder and torch end are properly installed to the gas cylinders, Oxy-Acetylene cutting sets.
- (j) Contractor shall provide and ensure that valve caps are fixed to the gas cylinders while carried / moved



in trolleys and ensure chaining of cylinders at all times.

SAFETY OF MANPOWER / PERSONNEL:

- (a) The contractor shall not engage a person who is less than 18 years of age.
- (b) All persons deployed by the Contractor for the work inside BHEL shall be Medically Fit and fitness certificate to this effect shall be submitted at the time of applying for entry passes.
- (c) All persons deployed by the Contractor for the work inside BHEL shall attend Safety Training Program provided by Safety Engineering Dept., without fail before obtaining entry passes and commencing the work by the Contractor.
- (d) No contract labour will be allowed to enter into BHEL premises without PPEs (i.e., Safety Shoes & Safety Helmet etc.)
- (e) The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- (f) The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- (g) The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- (h) It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees Compensation Act and Public Liability Act as applicable, take steps to properly insure against any claims thereunder.
- (i) In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act, VIII of 1923 whether by the contractor or by BHEL as Principal Employer, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
- (j) Contractor shall conduct daily safety PEP talk / safety briefing before starting the works.
- (k) BHEL has the right to direct the Contractor to remove from BHEL premises such personnel who may be physically or hygienically or clinically or medically unfit or who disobey safety norms or who cause safety hazard to themselves and/or to other personnel.
- (l) Contractor shall, at his own cost, provide and ensure that while working on roofs / at heights, Roof Top ladders / Crawler boards / Duck ladders / Cat ladders etc., are used.
- (m) **SAFETY NET:** Contractor shall provide and ensure durable and good quality Safety Net covering at least double the work area is used and fastened firmly to permanent supports where height works or works at roof top are involved.
- (n) Contractor shall provide and ensure that while working at unguarded elevated heights, Full body safety belts / Full body safety harness anchoring with double lanyard / fixing to a fixed lifeline are used and fastened properly and continuously.
- (o) Contractor shall ensure that PPEs mentioned herein below are used by the workmen while working



inside BHEL, as per work requirement.

GENERAL SAFETY COMPLIANCES TO BE FULFILLED BY THE CONTRACTOR / CONTRACTOR'S PERSONNEL:

- (a) Contractor shall, at his own cost, provide and ensure standard scaffolding with suitable platform, toe guard, railing and proper approach for safe access to work area.
- (b) Contractor shall daily obtain "Safety Work Permit" such as Height Work Permit, Hot Work Permit, Excavation (Earth Cutting/Trenching) Permit, Confined Space Entry permit before commencing the work, and also if the work contains hot works, welding, cutting works at heights etc.
- (c) Personnel deployed by the Contractor for height works of more than 3 meters height shall be subjected to Vertigo test in BHEL from time to time as per BHEL Norms. Disqualified personnel shall not be permitted to work at heights.
- (d) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to products / equipment.
- (e) If any leakages are noticed from nearby LPG lines, valves, stop the work and inform the concerned.
- (f) The work area shall be cordoned off by the contractor to avoid movement of other persons / vehicles.
- (g) The power tools used during the work shall be insulated and in good condition.
- (h) Unless otherwise required for the work, contractor shall ensure that the work area is free from inflammable materials.
- (i) While carrying out any repair works nearby Liquefied Petroleum Gas (LPG) pipelines, isolation of gas supply shall be ensured by the contractor.
- (j) Contractor shall provide fire retardant cover / enclosure for the LPG lines and other pipelines which require protection from fire.
- (k) If any hazardous waste is generated during execution of work, the same shall be disposed suitably by the Contractor as per the applicable norms and procedures.
- (l) Contractor shall provide adequate number of suitable portable fire extinguishers and sand buckets to mitigate fire exigencies.
- (m) Water buckets / Fire Extinguishers shall be kept ready by the contractor to immediately put off any fire arising out in dry bushes, in & around the work area.
- (n) The contractor and his workmen shall strictly follow the safety instructions at site/workplace as mentioned below:
 - (i) Compliance to the usage of Personal Protective Equipment (PPE) such as Full Body Safety harness, Safety Shoes, Safety Helmets and work related other PPEs while doing the work.
 - (ii) Ensuring safety & safe operation of the equipment brought from outside such as Gas Cylinders, welding equipment, dismantling & lifting machinery/equipment etc.
- (o) Continuous Supervision of the work and ensuring that the safety systems and procedures are implemented effectively during the work.
- (p) The working team / group shall always carry a **First Aid Box** with all relevant medicines.
- (q) Dismantling, lifting plan / methodology along with safety measures / precautions to be followed during the work shall be submitted by the contractor before carrying out the work.
- (r) The Contractor shall commence the work only after approval of this plan / methodology by BHEL.
- (s) A display board with emergency contact numbers viz., fire station, ambulance, contract executing officer etc. shall be kept at the site by the contractor at his own cost.



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- (t) Ignitable materials such as dry grass, weeds, or any other combustible materials shall be removed from the work area.
- (u) Warning Signs: Contractor at his own cost shall provide Display boards like “Work under Progress”, “No Smoking” etc., at the work area.
- (v) Any other safety instructions as stipulated by BHEL from time to time shall be complied with by the contractor and his personnel.
- (w) Workmen insured under ESI Act and PF Act only shall be engaged in the work. The persons not covered under the provisions of ESI Act and PF Act shall not be permitted inside BHEL Factory. Entry Pass to the labour shall be issued only upon fulfillment of this clause and attending Safety Training.
- (x) Power shut down shall be taken by the contractor before commencement of the work wherever power cables are running.

DEPLOYMENT OF SAFETY SUPERVISOR:

For works involving **Construction works**/Fabrication / Erection / Electrical works or height works /works at roof top, Contractor at his own cost shall deploy one exclusive and dedicated **SAFETY SUPERVISOR** to look after the compliance of Safety precautions & norms in coordination with BHEL’s Contract executing agency and Safety Dept.

LIST OF PPEs (Personal Protective Equipment):

The total safety of operation is Contractor’s responsibility. Contractor shall provide the following compulsory and work related PPEs to each workman, at his own cost. He shall provide additional PPEs required if any, at his own cost, in executing the contract.

Compulsory PPEs:

- (a) One safety helmet per annum. **Helmet to be replaced as & when it is damaged.**
- (b) One pair of safety shoes per annum along with two pairs of socks. **Safety shoes shall be replaced as & when they are damaged.**
- (c) Two pairs of dresses (Uniforms) along with stitching.

Work related PPEs (as per Work requirement):

- (a) Safety goggles (UV Protective glasses) (min. three per annum)
- (b) Safety goggles for Grinders (min. four per annum).
- (c) One Hand shield per annum.
- (d) One Head / Face shield per annum
- (e) One pair of hand gloves (leather) per month for material handling
- (f) Electrical Hand Gloves for working on electrical power lines
- (g) Cora cloth 1/2 Mt. per month.
- (h) One soap per month.
- (i) Ear Plugs (Min.12 No’s per annum).
- (j) Dust masks (Min.24 No’s per annum).
- (k) Full Body Safety Belts / Full Body Harness (Tested & examined once in every six months. Certificate to be submitted) in case of all height works.
- (l) Fire retardant Protective Clothing and Aprons
- (m) Face Masks, gas mask, breathing apparatus & other equipment as required for the work etc.
- (n) Any other relevant Personal Protective Equipment

Notes on SAFETY:

- (i) All the PPEs shall be as per BHEL Safety Engineering Standards **and shall be certified by Safety Engg. Dept.**
- (ii) The contractor shall submit first bill within a month and bill shall be paid to the Contractor only after disbursement of all the required PPE’s to the work force by the Contractor. The relevant documents shall be



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submitted to BHEL for verification.

- (iii) The Contractor shall provide and issue all PPEs to all his workmen deployed under the contract at the beginning of the Contract. If the Contractor makes delay in disbursement of PPEs, especially Safety Helmet, Safety Shoes, Uniforms penalty shall be imposed as per **respective Penalty Clause of NIT.**
- (iv) *Unless otherwise specified in the Contract, BHEL shall not pay or compensate any amount to the Contractor in compliance of the SAFETY & PPEs Clause of the NIT or providing above PPEs or any other additional PPEs required for the work in complying safety norms or precautions.*

22) Sub-Contracting

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

23) Security Deposit

1. Upon acceptance of his tender bid, the successful Bidder must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful Bidder.
2. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit

Modes of deposit:

- i. Local cheques of Scheduled Banks (subject to realization) Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- ii. Bank Guarantee (BG) from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The contractor has to produce the bank guarantee, in the prescribed proforma enclosed at Annexure-B, towards security deposit. The claim period under the BG shall be valid for 3-6 months after expiry of the contract. The Bank Guarantee will be accepted from the list of Banks enclosed at Annexure-D.
- iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

3. At least 50% of the required Security Deposit 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 required Security Deposit is collected.
4. 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 payment/s due to the Contractor.
5. Failure by the successful Bidder/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn.



Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

6. The Security Deposit will be released after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
7. **Bidder agrees to submit performance security required for execution of contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.**

24)Force Majeure Clause:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such nonperformance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

25)Failure to comply with Contract

- i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the Bidder.
- ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- iii) In the event of any failure on the part of the Bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Bidder or by initiating appropriate legal action.

iv) Recovery of Money:

In event of any amount of money being outstanding at any point of time against the Seller/ Contractor due to excess payment, imposition of liquidated damages, invocation of risk and cost clause or any other



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reason whatsoever, in the present order/ contract or any other order/ contract from any BHEL Unit, such outstanding amount may be recovered from the payments due to the Seller/ Contractor from the following:

- a. Dues available in the form of bills payable to Seller/contractor, Security Deposit, BGs against the same contract or any other contract.
- b. Dues payable to Seller/contractor against other contracts in the same Region/Unit/Division of BHEL.
- c. Dues payable to Seller/contractor against other contracts in the different Region/Unit/Division of BHEL or any other mode as deemed fit by the Purchaser at its sole discretion including legal options for recovery of dues.
- d. The rights of the BHEL are in addition and without prejudice to any other right they may have to claim the amount of any loss or damage suffered by the BHEL on account of the acts or omissions of the Contractor.

v) Risk Purchase/ Risk and cost:

- a. In the event of any successful Bidder's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.
- b. The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk and cost clause shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

26)Laws Governing the Contract

- i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.



- iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

27) Legal Jurisdiction:

In respect of all matters arising out of or pertaining to the contract, the cause of action there of shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction.

28) Settlement of Disputes

ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

Conciliation clause:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or



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the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM/FTS 1835 dated 22 05-2018

29) Duties and responsibilities of the contractor

1. The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
2. The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988.
3. The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
 - i. A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - ii. A register of workmen Form XIII (Rule 75)
 - iii. Employment card Form XIV (Rule 76)
 - iv. Service Certificate Form XV (Rule 77)
 - v. Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - vi. Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - vii. All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
4. The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
5. All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
6. BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc.



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7. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
 8. Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
 9. The Bidder shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
 10. Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
 11. The Bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
 - Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
 - Annual Return in Form 6A along with Form 3A(till this procedure is discontinued by the PF authorities)
 12. The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995.
 - Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - Attendance.
 - Wage Register.
 - Any other documents / registers as required
 13. The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.
 - a. The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - b. The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
 - c. The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the



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Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

14. The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965 if applicable. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 on completion of contract as per HR-IR circular/instructions issued from time to time and to keep all the records in Form C as per the said Act.
15. The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
16. In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
17. The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proposed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
18. The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that “the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen”. Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD-32 before submitting Claim for refund of Security Deposit for the respective years.
19. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
20. The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
21. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
22. NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
23. Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for



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the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.

24. In addition to the above holidays mentioned at Clause 23 & 24, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the Bidder/contractor shall extend paid Holiday/s to his workmen. The Bidder shall take into account all such occasions while quoting in the tender.
25. GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
26. The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof.
 - Leave Register Form No. 15
 - Nomination Form No. 25
27. The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.
28. Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
29. The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
30. All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
31. Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
32. The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.
33. BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
34. The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.



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35. The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
 36. The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
 37. In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole.
 38. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
 39. The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
 40. Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit.
 41. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
 42. During the period of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
 43. In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
 44. All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
 45. BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
 46. The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
 47. The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
 48. The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
 49. BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.



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50. BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
51. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, Payment of bonus if any, issue of PPE, uniform cloth, safety shoe etc., based on which the contractor's future bid if any in BHEL will be evaluated



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6. Formats for
Chartered Accountant Certificate for MSME Declaration,
Proforma for Bank Guarantee (in lieu of Security Deposit),
Contract Agreement along with terms and conditions,
List of Scheduled Banks



Annexure-A

Certificate by Chartered Accountant on letter head for MSME bidder

This is to Certify that M/S

.....
(hereinafter referred to as 'company') having its registered office at
.....

.....is registered under Micro, Small and Medium Enterprises
Development Act , 2006 (**MSMED Act, 2006**) having **Udyam Registration Number**
No:.....**Category:**.....,

(Micro/Small/Medium)(Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.



Annexure-B

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ (ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited) through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____ (ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER) (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ (DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE) dated _____ valued at Rs.(CONTRACT VALUE)(Rupees -----)(hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ (BG AMOUNT IN FIGURES AND WORDS) (Rupees _____ only),

We ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____ (VALIDITY DATE) and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this



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guarantee is made on us in writing on or before the _____ (DATE OF EXPIRY OF CLAIM PERIOD), we shall be discharged from all the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank) ____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....

b) This Guarantee shall be valid up to

c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)



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Annexure-C

Proforma for Contract Agreement

Agreement No	:	Job Work No.	:
		IR No	:
Date	:	Name of the work	:

This agreement is made on(date in words) between M/s Bharat Heavy Electricals Limited, Ramachandrapuram, HYDERABAD-502 032 having its registered office at Siri Fort, NEW DELHI (hereinafter called "the company" of first part) and M/s(hereinafter called "the contractor" of the second part).

Whereas through its tender notice No. Dt. the company had called tenders for (Name of the work), details of which are annexed here to (hereinafter called "the said work") as per terms and conditions stipulated in the above tender notice.

The contractor has quoted his rates vide quotation dated In pursuance of the said contractor's quotation dt....., the company after accepting the quotation has awarded the work of..... as per schedule **enclosed** herewith containing full details of description of work, payment terms and rate per unit of work vide LOI/Work Order.....dated..... subject to the terms and conditions stipulated hereunder in addition to conditions stipulated in the said tender notice

Now it is hereby agreed as follows:

1. The value of the contract agreement shall be Rs

That the agreement shall come into operation from (date) and will be in force upto (date).

2. As per the terms and conditions of the Tender Notice, the contractor has paid Security Deposit worth ₹/- (RupeesOnly) in the form of: In the event of any future dispute / difference arising out of this Contract or any other contract entered between BHEL and the contractor herein, the Security Deposit paid herein shall not carry any interest on it.



Terms and conditions of Contract Agreement

1. Refund of Security Deposit: Security Deposit of contractor will be refunded only after the maintenance period is over and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor
2. The contractors would be required to submit their Claims/bills along with the proof of payment of wages, PF, ESI etc., to the respective user departments. The claims/bills will be scrutinized, certified and process for payment by the respective user department and forward to Accounts Department along with HR/IR clearance certificate for effecting payment.
3. The contractor shall provide two pairs of stitched uniform, shoes of standard specified by BHEL and two pairs of socks to all his workmen within 30 days from the commencement of work. The Contractor is required to submit proof of expenditure incurred and acknowledgement from his workmen for providing PPE's. If contractor fails to provide the said PPE's, Rs.1800/- will be deducted as penalty against each workmen engaged during the contract period. BHEL shall not reimburse any amount towards Uniform to the contractor
4. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period as per HR-IR circular/instructions issued from time to time. The bonus amount payable will not be reimbursable.
5. The contractor shall fully comply with the following enactments / guidelines:
 - a) Contract Labour (R & A) Act, 1970 & applicable Rules thereof
 - b) Minimum Wages Act 1948
 - c) Payment of Wages Act, 1936
 - d) ESI Act, 1948
 - e) EPF & Misc. Prov. Act, 1952
 - f) Employees Compensation Act, 1923.
 - g) A.P Labour Welfare Fund Act, 1987
 - h) Inter State Migrant Workmen (RE & CS) Act, 1979
 - i) Payment of Bonus Act, 1965
 - j) Payment of Gratuity Act, 1972
 - k) Equal Remuneration Act, 1976
 - l) The Company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.
6. The contractor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in BHEL RC Puram under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.
7. The contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen under Inter State Migrant Workmen (RE & CS) Act, 1979 in case the contractor engages workmen recruited from outside State of Telangana in which BHEL RC Puram located. The Contractor shall submit a valid Contract Labour License to BHEL, RC Puram, on or before the date of commencement of contract.



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8. The Contractor shall produce the following Registers and forms (as applicable) before commencement of work, for verification by the Contract Executing Officer / Contract Labour Cell of the company, without which labour entry permission will not be granted.
- Form XIII - Register of workmen employed by contractor (Rule 75)
 - Form XIV - Employment card issued by contractor (Rule 76)
 - Form XVI - Muster Roll (Rule 78(1)(a)(i))
 - Form XVII - Register of wages (Rule 78(1)(a)(i))
 - Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
 - Form XIX - Wage Slip (Rule 78) (b)
 - Form XX - Register of deduction for damages or loss (Rule 78) (1)(a)(ii)
 - Form XXI - Register of fines (Rule 78) (1)(a)(ii)
 - Form XXII - Register of advances (Rule 78) (1)(a)(ii)
 - Form XXIII - Register of overtime (Rule 78) (1)(a)(iii)
 - Form XXIV - Return to be sent by the contractor to licencing Officer (Rule 82) (1)
9. The contractor shall maintain the above and any other registers and forms applicable under various Acts/Rules neatly, completely and legibly for inspection by various statutory authorities and by the company officials even at short notice. All above registers shall be maintained at the place of work. In addition to the above the following are required to be taken care by the contractor under Contract Labour (R&A) Act 1970
- Copy of licence to be displayed at the workspot as required under Rule 25 (2) 9 (ix)
 - Rates of wages, hours of work, wage period, date of payment, name and address of inspector, date of payment of unpaid wage in English, Hindi and Telugu are to be displayed as per rule 81 (1) (i)
 - Notice showing wage period, place and date of disbursement of wages has to be displayed and a copy of the same is required to be sent to Principal Employer under acknowledgement as per rule 71
 - An abstract of the Act and Rules in the form approved by the Chief Labour Commissioner (Central), New Delhi to be displayed in English and Hindi and Telugu as per rule 79.
 - Copies of Notices required to be displayed as per Rule 81(1) (i) and any change occur the same shall be submitted as per Rule 81 (2).
 - Notice of commencement of work has to be given as required under Rule 25 (2) (viii) in form VIA
 - Register of person employed to be maintained as required under Rule 75
 - Employment cards were to be issued as per rule 76 (i)
 - Register of wages and muster roll to be maintained as per Rule 78(1)(a)(i)
 - Register of fines, deductions and advances to be maintained as per Rule 78(1)(a)(ii)
 - Register of overtime to be maintained as per rule 78(1)(a)(iii)
 - Wage slips have to be issued as per rule 78(1)(b)
 - Half Yearly return for the half year ending _____ to be submitted as per Rule 82(1) to the Licensing Officer
 - Latrines and Urinals to be provided for the use of the workers as per rule 51 to 56 read with section 18
 - First aid facilities to be provided for the use of the workers as per rule 58 read with section 19
 - Creche facilities to be provided for the use of children of women as per Rule 25(2)(vi)
10. The contractor shall observe
- Weekly rest day



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- The Company List of Holidays.

11. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification (issued by Local Police Dept.,) in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Human Resource Department/IR section through the contract executing officers before commencement of the work.
12. The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by Executive in charge of Contract Labour Cell of HR IR section
13. Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Contract Labour Cell of HR IR section through his contract executing officer, for forwarding the same to State / Central Labour Department as applicable
14. The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit list of shift wise contract labour engaged by him in duplicate to CISF Personnel at J Gate on daily basis.
15. The Contractors shall pay to their workmen applicable minimum wages prevailing at BHEL R.C.Puram which consists of State Basic+State DA and Additional payments (herein after referred as BHEL fair wages).
16. The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.
17. Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
18. Contractor shall furnish in a separate letter, his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Postal Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
19. The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
20. Contractor shall in his absence keep competent agent/Supervisor constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent/supervisor shall be held to have been given to the contractor himself.
21. Contractor on the advice of the Company official shall immediately remove any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
22. Wherever required, the contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover.
23. The contractor shall give all notices required by the Acts, Regulation, Bye-laws, and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the Company. He shall



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also ensure that no attachments are made against materials or work forming part of or for the use of the contractor.

24. In all such cases, contractor shall protect and indemnify the Company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
25. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify the Company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees Compensation Act do not apply, take steps to properly insure against any claims thereunder.
26. In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act. VIII of 1923 whether by the contractor or by the Company as principal, it shall be lawful for the Company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the Company shall be final in regard to all matter arising in this clause.
27. No work shall be done on Sundays or on other declared Holidays of the Company without the written permission of the Company officer in charge of the work and HR/IR section of Contract Labour Cell. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.
28. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
29. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official in charge of the work. The Contractor will also pay compensation as determined by the Authorities.
30. The contractor shall indemnify the Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the Company, as a consequence of failure, the Company to give notice under the Employees Compensation Act 1923 or otherwise confirm to the provisions of the said Act in regard to such accident.
31. The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
32. The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act 1948 and Provident Fund Misc. Prov. Act 1952 etc., as amended from time to time.
33. The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
34. The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
35. The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the contractor in making such payment, and payment of his bill will be deferred despite other legal action.
36. The Income tax as applicable will be deducted from the bill of the contractor.



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37. Each Contractor shall maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
38. The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
39. In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the Contractor shall extend paid Holiday/s to his workmen.
40. The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund & Misc. Prov. Act 1952 in the case of all eligible Labours engaged by him in the BHEL RC Puram (employees) and in the process shall conform to all stipulated conditions under the Provident Fund & Misc. Provisions Act 1952 and rules framed thereunder. The PF contribution as applicable shall be paid on total wages paid to the contract labour.
41. Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
42. The contractor should engage only those labours who shall be more than 18 (eighteen) years of age.
43. The contractor shall not resort to subcontracting under any circumstances without written consent from BHEL
44. The contractor shall provide the required safety equipment to the labours engaged by him.
45. Contractor shall issue "Employment Card" to all labour and supervisors covered under the labour / works / job work contract as prescribed under the Contract Labour (R&A) Acts/Rules.
46. A copy of the agreement between contractor and his labour shall be submitted to the Contract Labour Cell of HR-IR section.
47. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned Company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
48. The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.
49. All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may be from time to time shall be done by the Company official.
50. For all modifications, omissions or additions to the specifications, the Company shall issue revised written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the Company in writing.
51. The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
52. The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in



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the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor. Contractor to ensure payment of minimum wages as prescribed from time to time to the said Supervisors and also ensure statutory payments such as PF, ESI and bonus as per HR-IR circular/instructions issued from time to time.

53. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismissal, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
54. The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.



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Annexure-D

The Bank Guarantee will be accepted from the following list of Banks

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	
	TOTAL	



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7. Formats to be filled by the Bidder (To be submitted with Bid)
(Details of the Bidder, Details of Prequalification requirements,
Bank account details of the Bidder, Declaration by Bidder)



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Details of the Bidder

a) Name and address of the Firm:

Contact person

Vendor code (if already allotted by BHEL)

Phone/Mobile No.

E-mail ID

b) Name and address of the proprietor/Director/partners:

c) Is any contract being operated under the control of the Bidder in BHEL?
(If yes furnish the details):

Yes / No

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

d) Is any relative of Bidder employed in BHEL
(If yes Furnish the detail)

Yes / No

Name	Staff no	Location / Area



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The Bidder shall submit all the below documents with enclosures of without which Bidder may not be eligible to participate in the tender:

S.No	Description of Documents	Details to be filled and documentary evidence to be uploaded in e-procurement portal
1	ESI Code No. (Copy of ESI code allotment letter of ESI authority)	
2	PAN No.	
3	PF Code No. (Copy of PF code allotment letter of EPF authority)	
4	GST registration Number	
	State in which registered	
	Type of GST Registration: Composite or Regular (Indicate Composite or Regular)	
	Whether Casual Taxable person or non-resident taxable person or regular taxable person	
	Place from where the services are rendered	
5	Banker's Name & Address	
	Bank A/C No. & Branch	
6	Have you quoted rates for all the activities as indicated in the price bid i.e., in BOQ template (Part – B)	YES / NO
7	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant: i.e. 2020-21 2021-22 & 2022-23	2020-21 = 2021-22 = 2022-23=
8	Particulars of Experience/Credentials as per clause 3(ii) - Work completion certificates to be enclosed (Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain Contact details of issuing authority, work order copies along with Form 26AS/TDS certificate / bank statement for payment from the organization for the work executed.)	



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9	Submission of EMD EMD shall be paid preferably in the EFT form (receipt shall be uploaded), EMD taken other than EFT mode, should be forwarded in original, physically/ couriered to Township Administration department, BHEL, Ramachandrapuram, Hyderabad, Telangana-502032, on or before tender submission deadline.	NEFT/RTGS Payment details or Banker's cheque/ Pay order/ Demand Draft details
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Acceptance for Electronic Fund Transfer NEFT/ RTGS

The Bidder's/ Firms who are entering first time in BHEL, Ramachandrapuram are requested to provide the following EFT details (Bank official Signature) along with cancelled cheque. This information is required for transactions between BHEL and the Contractor's/Firm's.

(Note: Vendors already having Vendor Code/Paid via EFT with BHEL, Ramachandrapuram previously need not fill this format)



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(Vendors to furnish this mandate on their Letter Head.)

To
Dy. Manager/Finance-CM
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad 502 032

Ref No:

Date:

Ref No.

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

- A. Sup code (As per PO/SCO) / Staffno :
B. (Name as per PO/SCO) :
(Retd Employee to indicate address here)
C. PAN of Beneficiary :
D. TIN of Beneficiary :
E. e-mail address of Beneficiary :
F. City (of Beneficiary) :
G. Bank Name :
H. Branch (of Bank) :
I. A/c Number :
J. A/c type (Savings or Current) :
K. MICR Code of the branch (9 digit) :
L. IFSC for NEFT (11 char) :
M. IFSC for RTGS (If different from L) :

Thanking you,

(Signature with Seal)	Authorised Signatory
Authorised Signatory	Name
Name	Designation
Designation	

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized official of bank)

Bank Stamp

DECLARATION BY BIDDER

I, -----, aged ----- Yrs., S/o -----,

residing at -----

Hereby declare as follows:



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-
- a. That my nationality is _____.
 - b. That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
 - c. I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
 - d. I shall not employ persons against whom Criminal cases are pending or under investigation.
 - e. I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
 - f. That there are no Criminal cases pending or under investigation against me or my firm or company.
 - g. I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
 - h. Neither I nor my firm nor my company has been declared insolvent in the past.
 - i. I have taken due care and efforts to furnish only information which are true in the tender document.
 - j. I shall employ labours who are more than 18 years of age and having sound physical and mental health.
 - k. I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.
 - l. I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

[Signature with Name & seal of the Bidder]

Date:

Place:



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PART-B (PRICE BID)

E-Tender Notice No: N0AWX00365

Name of Work: Annual contract for Operation & Maintenance of 2 X 4 MLD Sewage Treatment Plant for Factory and Township sewage of BHEL R C Puram Unit for year 2024.

SL NO	DESCRIPTION	QTY	UNIT	RATE (Rs.)	AMOUNT (Rs.)
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PART-A (Annual Maintenance Portion of STP)

1	Operation and Maintenance (O&M) of 2 x 4 MLD capacity Sewage Treatment Plant at BHEL Township, RC PURAM in round the clock shifts to treat the sewage from Township. The scope covers deputing qualified and experienced operators for shift operation of the plant, operation of the equipments, attending to minor defects then and there, cleaning and lubricating the rotating parts periodically, maintaining the electrical systems such as panel board etc, dosing chemicals, removal & placing in position after repair of all pumps/motors of all capacities, maintenance cleaning & recovery cleaning of membranes, operator is required to monitor proper functioning of all the equipments and the system in total for effective performance of the plant for better results all complete as per GE operational Manual, collecting & testing feed and permeate samples, maintaining the log book for all the activities. The scope also includes engaging required number of operators for shifts operation. Also a 'reliever operator' shall work in shifts and a supervisor shall work in general shift.	12	Operation	188346.96	2260163.52
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22,60,163.52

PART-B (Supply, Fixing, Repairs etc. for the Machinaries related to STP 2.x4 MLD)

1	Supply and fixing of Membrane Blower Belts complete in all respects as directed by Engineer in charge. There are three blowers, in each blower six belts are there.	6	Each	916.67	5500.00
2	Supply and fixing of Process Blower Belts complete in all respects as directed by Engineer in charge. There are three blowers with six belts per blower.	6	Each	811.11	4866.67



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3	Supply and fixing of Mixing Blower Belts complete in all respects as directed by Engineer in charge. There are three blowers with six belts per blower.	6	Each	750.00	4500.00
4	Supply and fixing of Starter of Air Compressor complete in all respects as directed by Engineer in charge	1	Each	3250.00	3250.00
5	Supply and fixing of Solenoid Valves Pneumatic Valves complete in all respects as directed by Engineer-in-charge.	4	Each	458.33	1833.33
6	Supply and fixing of Solenoid Coils Pneumatic Valves complete in all respects as directed by Engineer in charge	4	Each	390.91	1563.64
7	Supply and fixing of Pneumatic Valve Relays complete in all respects as directed by Engineer in charge	4	Each	200.00	800.00
8	Supply and fixing of Pneumatic Valve Fuses complete in all respects as directed by Engineer in charge	6	Each	100.00	600.00
9-a	Repair /servicing of Process Blower motor/pump /120 Hp blower with motor including replacement of required spares and placing in position, testing and commissioning complete in all respects as directed by EIC	3	Each	13500.00	40500.00
b	Winding of process Blower Motor including replacement of required spares and placing in position, testing and commissioning complete in all respects as directed by EIC	2	Each	57600.00	115200.00
c	Repair and replacement of pressure gauge for process Blower motor/pump	3	Each	1980.00	5940.00
10-a	Repair / servicing of memdrane blower motor/pump/40Hp blower with motor including replacement of required spares and placing in position, testing and commissioning complete in all respects as directed by EIC	3	Each	10800.00	32400.00
b	Winding of memdrane blower Motor replacement of required spares and placing in position, testing and commissioning complete in all respects as directed by EIC	2	Each	20700.00	41400.00
c	Repair and replacement of pressure gauge for membrane Blower motor/pump	3	Each	1980.00	5940.00



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11-a	Repairing and servicing of mixing blower motor/pump / 30Hp blower with motor including replacement of required spares and placing in position, testing and commissioning Complete in all respects as directed by EIC.	3	Each	9900.00	29700.00
b	Winding of mixing blower motor replacement of required spares and placing in position, testing and commissioning Complete in all respects as directed by EIC.	3	Each	18000.00	54000.00
c	Repair and replacement of pressure gauge for mixing blower motor/pump	3	Each	1980.00	5940.00
12	Repairing/ servicing of 40 HP Submersible Pumps including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of submersible pumpset Complete in all respects as directed by EIC	2	Each	21645.00	43290.00
13	Repairing /servicing of 25 HP induction motor with pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of submersible pumpset Complete in all respects as directed by EIC	2	Each	24133.33	47250.00
14	Repairing/srvicing of 20 HP Induction Motor with pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of submersible pumpset Complete in all respects as directed by EIC.	2	Each	23625.00	48266.67
15	Repairing/servicing of 15 HP Induction Motor with pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of submersible pumpset Complete in all respects as directed by EIC	1	Each	22900.00	22900.00
16	Repairing/servicing of 12.5 HP Submersible pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of submersible pumpset Complete in all respects as directed by EIC	2	Each	17900.00	35800.00



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17	Repairing/servicing of 10 HP Submersible pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of submersible pumpset Complete in all respects as directed by EIC.	1	Each	15700.00	15700.00
18	Repairing/servicing of 5 HP Submersible pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of submersible pumpset Complete in all respects as directed by EIC.	3	Each	12900.00	38700.00
19	Repairing/servicing of 3.5 HP Induction Motor with pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of pumpset Complete in all respects as directed by EIC.	2	Each	8125.00	16250.00
20	Repairing /servicing of 2.5 HP Induction motors with pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of pumpset Complete in all respects as directed by EIC.	1	Each	6200.00	6200.00
21	Repairing/servicing of 2.0 HP Induction motor with pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of pumpset Complete in all respects as directed by EIC.	2	Each	2375.00	4750.00
22	Repairing/servicing of 0.5 HP Induction motor with pump including winding, replacement of required spares and placing in position, testing and commissioning removal & lowering of pumpset Complete in all respects as directed by EIC.	2	Each	4400.00	8800.00
23	Repair of Electrical Penal and VFD (MCB, Relays, Fuses ,Contactors, connectors Complete in all respects as directed by EIC .	2	Each	286.00	572.00
24	Repair & maintenance of Air comressor like repairs of solenoid valves, air filters, belt etc. Complete in all respects as directed by EIC .	1	Each	6500.00	6500.00
25	Repair & maintenance of Air comressor like replacement of pistons Complete in all respects as directed by EIC .	1	Each	80000.00	80000.00



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26	Repair & Spare – Chain – Mechanical Screener –Model- Sr No. DRS-1043, MFG – 03-15, testing and commissioning complete in all respects as directed by EIC	1	Each	76500.00	76500.00
27	Cleaning of equalisation tanks of for both streams (unit 1&2) including removal & placing in position of the existing diffusers and to be disposing the sludge/silt up to 5 km complete in all respects as directed by EIC	2	Each	134100.00	268200.00
Total Part-B Amount Rs					10,73,612.30
Total Amount (Part-A+Part-B) Rs					33,33,775.82

Notes:

- 1) One Operation means operating and maintenance of STP 2 x4 MLD for a period of One year
All required chemicals are free issue from BHEL stores but transportation of chemicals from BHEL stores to STP is in the scope of contractor.
- 2) All the necessary safety equipment to be provided by the agency.
- 3) Sludge disposal within 04 kms range as directed by Engineer-in-charge.
- 4) Agency to deploy qualified man power as per the Annexure.
- 5) Agency to carry out sampling and analysis as per the Annexure.
- 6) Agency to maintain records as per the Annexure.
- 7) Agency should arrange required lubricants/grease for rotating equipment's for the maintenance of STP.

The above rates are exclusive of taxes

TERMS AND CONDITIONS:

1. The Bidder has to quote the percentage in BOQ template (MS Excel Sheet). Initially Click on BOQ template link and download in your computer. Bidders are allowed to enter the Name of the Firm and Percentage as in the specified manner in Blue colored cells only and should be filled without fail. Excess/Less/Par % option will be available in the Select dialogue box for quoting by the bidder. This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.
2. This estimate is including of GST, which will be paid extra with submission of documentary evidence.

I am hereby accepting all the terms and conditions of the tender document from Page no 1 to Page No-59.