



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Corporate Learning and Development,
Human Resource Development Institute, Noida
Purchase Department

Tender Enquiry Ref. no. AA/CLD/RG/PUR/009

Dtd. 15/02/2017

M/s

PRE-BID MEETING: 21/02/2017 (11.00 AM)
TENDER SUBMISSION DATE UPTO: 01/03/2017 (3.00 PM)
TENDER OPENING DATE (PART – I): 01/03/2017 (3.30 PM)

Sub: Round the Clock Operation & Maintenance of Electrical System for 2 years at CLD-HRDI BHEL, Noida

Dear Sir,

Most competitive rates are invited for Round the Clock Operation & Maintenance of Electrical System for 2 years at CLD-HRDI BHEL, Sector-16A, Noida. You are requested to submit your sealed quotation so as to reach this office on or before **01/03/2017 (3.00 PM)** in the manner explained below. Quotations received late are likely to be ignored. Part – I of the Tender will be opened in this office **on 01/03/2017 (3.30 PM)** in the presence of the representatives of the bidders who may choose to be present.

Pre-Bid meeting has been scheduled at **11.00 AM on 21/02/2017** in our office to clarify issues, if any with regards to the tender. All bidders are requested to attend this meeting.

Procedure for submission of sealed tender:

The bidder must submit their Tender as required in separate covers prominently superscribed as:

Part-I/ Cover-I EMD, Offer received without EMD will not be considered.

Part-I/ Cover-II: Techno Commercial Bid and

Part-II/ Cover III: Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

Part-I/ Cover-I: Earnest Money Deposit (EMD):

EMD of ₹1,04,900/- (Rupees One lakh four thousand nine hundred only) in the form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be placed in Part-I/ cover-I.

Part-I/ Cover-II: Techno Commercial Bid:

Please submit all information as given in the Qualifying Requirements in Annexure –1 of the Tender document, Copies of documentary evidence as asked for, copy of tender document duly signed & stamped on each page as token of your acceptance to the tender's Terms & Conditions. The cover to be properly sealed.

Telephone: 0120-2416354 Fax: 0120-2515431, E-mail rajivkgupta@bhel.in, Home Pg. www.bhel.com

HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)

Regd.Office: BHEL House, Sirifort, New Delhi-110049

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Part-II/ Cover-III: Price-Bid:

Only price bid in the prescribed Price-Format as per Annexure – 2 should be enclosed in Part-II/ Cover-III, duly sealed.

These three separate covers (Cover I, II & III) shall together be enclosed in a fourth envelope and this sealed cover shall be superscribed with Tender name, Tender No., Due date & Time and submitted at the following address

Room no. 104
Bharat Heavy Electricals Limited (BHEL)
Human Resource Development Institute (HRDI)
HRD & ESI Building, Plot No. 25, Sector – 16A,
NOIDA – 201301 (U.P.)

Your quotation should reach this office latest by **1500 hrs on 01/03/2017**. Part-I will be opened first at **1530 hrs on 01/03/2017** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. The Part-I/Cover-I containing EMD will be opened first. Part-I/Cover-II Techno - Commercial Bid of only those bidders whose EMD is found in order will be opened later on the same day. Part-II /Cover-III Price-Bid of only those parties whose bids are found technically acceptable will be opened later, for which separate intimation will be sent in due course of time.

However, BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms available on BHEL website under the section Tender Notifications of www.bhel.com.

Enclosures:

1. Pre-Qualifying Criteria: **Annexure- 1**
2. Price Format: **Annexure- 2**
3. Scope of Works: **Annexure- 3**
4. General Terms & Conditions: **Annexure- 4**
5. Reverse Auction's Terms & Conditions: **Annexure- 5**
6. No Deviation Certificate: **Annexure- 6**
7. Consolidated Wages and Other Allowances & Statutory Payments/Contributions: **Annexure-7**
8. Check List of Documents: **Annexure-8**

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HRD & ESI Complex, Plot No. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)

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ANNEXURE-1

PRE - QUALIFYING CRITERIA

1) Average Annual financial turnover during the last 3 years, ending 31st March of 2015 – 2016 should be at least Rs. 15.74 Lakhs.

2) Experience of having successfully completed Contract of operation and maintenance of Electrical Systems (Refer Section 1.1 under the Scope of Work, Annexure-3) during last 7 years, ending last day of month previous to the one in which applications are invited should be either of the following: -

- a) Three similar completed works consisting not less than the amount equal to Rs. 20.98 Lacs.
or
- b) Two similar completed works costing not less than the amount equal to Rs. 26.23 Lacs.
or
- c) One similar completed work costing not less than the amount equal to RS. 41.96 Lacs.

3) Bidder should furnish copy of following.

- i) PAN Card.
- ii) Service Tax Registration no.
- iii) PF Registration no.
- iv) ESI Registration no.
- v) Valid "A" Class License as on date.
- vi) Labour license from appropriate Govt. under contract labour (Regulation and Abolition Act, 1970

**Documents to be Submitted & Authentication of Documents Submitted in Support Of Pre-
Qualification Requirements (PQR):**

Financial Criteria:

- I. Copies of the Audited Balance sheet and Profit & Loss account statements against financial turnover duly signed and stamped by a chartered accountant.
- II. Further, copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

Work Experience:

- i. The Bidders are required to submit the copies of work order along with its completion certificate from the client in support of meeting the experience criteria.
- ii. The completion certificate must clearly indicate the following:
 - Reference to relevant work order,
 - Actual value of executed work and
 - Actual date of completion.
- iii. All documents in support of Work Experience of Pre-Qualification Requirements (PQR) to be furnished by the bidders shall necessarily be duly certified/ attested by notary public with legible stamp.

ANNEXURE- 2

PRICE- FORMAT

Sl. No.	Description of Services	Calculation (As per Annexure-7)	Amount (Rs.)
1.	Total wages for all 12 nos. of workmen for two years	(A)	45,60,709
2.	<u>Lump-sum Monthly Service charges excluding Service Tax over and above the Total wages per month as per Sl. No. 1</u> (for round the clock operation and maintenance, as per the terms and conditions laid down in the tender documents)	(B)	() To be Quoted
3.	Total Service Charge amount for Two Years excluding service tax	(C=24 x B)	() To be Quoted
4.	Service Tax (as applicable) @ _____ %	(D = Service Tax % x C)	() To be Quoted
5.	Total Service Charges Including Service Tax for two years	(E= C + D)	() To be Quoted
6.	Total Amount for Two Years (including Wages + Service Charge + Service Tax)	(Q= A + E)	() To be Quoted

The above quoted service charges will remain firm (fixed) for the entire contract duration.

Note: Evaluation will be done on Total Cost to BHEL i.e. on SI No. 6

Date :

Signatures :

Place:

Name & Designation:

Stamp of the Firm :

(The amount quoted for Service will be firm for the contract period or the extended period, if any and no escalation will be accepted. However, amount quoted for labour cost will vary depending on the following:

- Any change in the minimum wages applicable as and when notified by the government
- The periodic VDA increase, as and when notified by the Government.
- Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law or any changes in service tax.)

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ANNEXURE- 3

Scope of Work

1. The scope of work shall include the operation and maintenance of 33 KV sub-station, parallel operation of four nos. DG Sets and water pump house, etc. (**refer Section-1** for Installation details) on 24-hour basis including on Sundays and holidays also. The scope further includes repair and maintenance of electrical installations, plumbing works and minor civil repairing works in the building and lawns.
2. The details of services to be provided are listed under Section-2 i.e. Scope of services. All work, which is incidental for satisfactory completion of job, shall be part of the scope of work, without specific mention in **Section – 2**.
3. The Premises where services to be provided is mentioned below:

**BHEL, CLD-HRDI
HRDI & ESI Complex,
Plot No.- 25, Sector- 16A, Noida-201301**

Any operation and maintenance work, though not specifically detailed out in this document, but needed for efficient and smooth operation and maintenance of the electrical, plumbing and other installations under contractor's scope shall also be deemed to be included in the scope of the bidder.

Note: - Major maintenance requiring dis-assembly of the equipment/system / DG overhauling is however excluded.

SECTION – 1.0

1.1 INSTALLATION DETAILS:

- (1) 33 KV DO / GO SWITCH
 - (2) 33 KV SWITCH YARD
 - (a) Current Transformers (CT)
 - (b) Potential Transformers (PT)
 - (c) Isolators
 - (d) Lightning Arrestors
 - (e) Insulator
 - (f) Steel Structures
 - (g) 33 KV Vacuum Circuit Breaker (VCB)
 - (h) 630 KVA, 33KV / 0.433 KV, oil filled Kanohar make Transformer.
 - (i) 1600 KVA, 33 KV / 433 Volt Dry Type Transformer BHEL make.
 - (j) HT Control Panel
 - (3) ELECTRICAL ROOM WITH FOLLOWING EQUIPMENTS:
 - (a) LT Panel with 5 Nos. LT Circuit Breaker
 - (b) Relay Panel
 - (c) LTTSC panel
 - (4) Two Nos. DG Sets 500 KVA each with 2 Nos Control Panels fitted with L&T Make 2 nos. Breakers & Synchronizing Panels and One No. 250 KVA & One No. 125 KVA DG Sets along with respective accessories.
 - (5) Water Pump House.
 - (6) All installation Complex Street and Garden lights with Control Panels, MCB Boxes at different locations in the HRD & ESI Complex and associated cabling, wiring, fittings in the entire complex.
 - (7) Earthing Systems.
 - (8) All Electrical lights and fittings in and on the building.
 - (9) 02 Nos. Flex Display Boards installed at HRDI building Roof Top.
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SECTION – 2.0

2.1 SCOPE OF SERVICES:

2.1.1 33 KV Systems:

- (1) Operation and maintenance of 33 KV DO/GO switches including replacement of 33 KV fuse, moving and fixed contact, insulators and lightning arrestors required. The contractors scope shall include the maintenance/operation of all electrical equipment from DO switch to LT Panel, though not specifically detailed out in the scope.
- (2) Operation and maintenance of 33 KV Switch yard including CT, PT, Vacuum Circuit Breaker, spring changing, Fuse replacement and opening and closing of breaker as per requirement.
- (3) Operation and maintenance of 630 KVA, 33/0.433 KV. & 1600 KVA 33/0.433 KV. Dry Type Transformer includes operation of Off-load Tap Changer, replacement of connecting cables, bushing, insulators and also temperature recording.
- (4) Liaisoning with state electricity board as required for maintaining/restoring supply and also obtaining approval from them for shut down etc. for 33KV system for doing repair work.

2.1.2 440 VOLT SYSTEMS:

- (1) LT Panel operation including 07 nos. LT Breakers operation, meter reading and recording and routing maintenance / repair.
- (2) Relay panel operations including breaker operation from remote including meter reading and recording the same on log sheet at interval of one hour.
- (3) Accept and reset of alarms and reset of operated relays recording of the same on log sheet and taking steps to attend the fault for restoration.
- (4) Maintain log sheets / log books / maintenance records as to be decided by BHEL time to time for proper operation and maintenance of installation.
- (5) Upkeep of battery chargers (4 nos. for DG - Set + 1 no. for relay panel).

2.1.3 DG Set:

- (1) In case of 33 KV power failure or low voltage below 370 volts, Operation of four Nos. DG Sets including battery charging whenever required including diesel filling and co-ordination with BHEL for maintaining inventory level of Diesel. The following checks shall be carried out on 4 nos. batteries.
 - a. water level of batteries and top up whenever required
 - b. specific gravity - weekly
 - c. terminals checking and cleaning of batteries- daily
 - d. cleaning (dusting) of batteries - dailyAnd keep record of the same to ensure good health.

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- (2) Cleaning and dusting of DG sets and DG sets area.
- (3) Quarterly Cleaning of DG Fuel tank & also as and when required.

2.1.4 Street Lights:

- (1) Day to day repair, maintenance and operation of street and garden light including switching on and off lights, including Sign Boards at appropriate time , changing bulbs fixtures, switches, repair of faults in cabling / wiring etc. as and when required.
- (2) All light points should be maintained fully functional all the time.

2.1.5 Maintenance and Repair of Electrical installation and fittings in the building:

- (1) Repairing/ replacing of faults in cabling /wiring including replacement of MCB' S/MCB boxes and associated recabling / wiring, earthlings etc.
- (2) New installations & commissioning of MCB, MCCB, MCCB with box and MCB with box in HRDI Office and hostel blocks along with associated cabling/ internet wiring irrespective of length.
- (3) **Adding power / light points, extension boards, associated (ethernet) cabling / wiring as and when required.**
- (4) Servicing of fans and exhaust fans dismantling and reassembly to make them functional. Rewinding of motors not covered in the scope of the contractor.
- (5) Servicing of room heaters (Hot air Blowers), changing of burnt / broken heating elements etc.
- (6) Repair of table lamp and stand lamps in hostel block.
- (7) Repair of electrical light fittings including replacement of choke, transformer of spot halogen lights, bulb, holders etc. Day to day electrical maintenance like changing of bulbs and tubes.
- (8) Keeping fly catchers operational including changing of tubes and fault repair.
- (9) Changing of burnt heating elements / defective thermostat of Geysers.
- (10) 2 nos. lift rooms at roof: - Maintaining uninterrupted electricity supply for two lifts including repair of faults in supply by rewiring / recabling, replacement of MCBs etc. Switching 'On and 'Off supply as and when required. Maintenance / repair of lifts are excluded from scope of the services. The contractor shall however, liaison with BHEL appointed agency of lift repair & maintenance.
- (11) All electrical work in the fountain at entrance lounge.
- (12) Repair electrical fittings of CVTs, changing of cords, plugs etc. of electrical equipment whenever required.
- (13) Tightness of cable box/Transformer inspection box covers.
- (14) Checking tightness of cable / jumpers / droppers.
- (15) Cleaning of bushings.
- (16) Attending of oil leakages from the 630 KVA transformer installed in HRD & ESI complex – 16A.

- (17) Checking and closing of all openings in the Panels to prevent ingress of lizards, rats etc. to prevent short circuiting.
- (18) Maintaining earthing system viz. checking healthiness of all earth pits and conductor conduits including replacing corrosive nuts / bolts, salt, charcoal and all necessary terms are in the contractor's scope.

2.1.6 PUMP HOUSE:

- (1) Operation and maintenance of water pump house and repair of water pump & motor including winding and associated fitting.
- (2) Maintenance of all plumbing fixtures.
- (3) Keeping the pump house fully operational. Starting and stopping of pumps & accessories in proper sequence or as per requirements.
- (4) Proper operation and maintenance of water supply system (including all the pump i.e. Tube well pumps etc.) at required intervals and for durations as to keep the underground and overhead tanks filled up to the required level for maintaining continuous supply of water on round the clock basis.
- (5) Cleaning of overhead water tanks and underground main water tank shall be carried out at least once in two months or as and when required using appropriate accessories (e.g. potassium per magnet, lime, broom stick, bucket, mug, etc. which may be required) for this purpose will be in the scope of the contractor and shall be arranged and organized by contractor.

2.1.7 PLUMBING WORKS:

- (1) Attending to all type of plumbing complaints for always smooth functioning of all the sanitary fitting and fixtures of the HRDI building and ESI campus.
- (2) Replacement of old/defective GI & CI or pipe line of different dia. And making of threading in those pipes, finishing the wall surface etc. for attending plumbing jobs of all the building will be in the scope of contractor.
- (3) Laying of new GI, PVC or PP-R & CI pipes different dia. In interior or exterior part of the building with all fixtures and fittings including finishing the damaged surface.
- (4) Replacement of old /damaged/defective items of chinaware, CP fittings & other fixtures etc. fitted in the toilets, kitchen, gardening points and other locations in the office campus of minor repair & maintenance nature job will be in the scope of contractor.
- (5) Cleaning and maintenance of overhead tanks.
- (6) Cleaning/ changing of RO plant filters as per instruction of BHEL representative. Filters will be provided by BHEL.
- (7) Cleaning of drinking water coolers at least once in a week or whenever required.
- (8) All kind of plumbing repair work like repairing /replacement of leaking taps etc. in the HRDI & ESI Complex sec 16 A Noida.
- (9) Repair & Maintenance of rain water pipes whenever required.

- (10) Flushing of all hostel blocks toilet and those in the building with fire hydrant system at least every two months or as & when required. This will be done preferably on holidays or off days. Ensuring proper drainage in the sewer system in the campus and Liaisoning with NOIDA authority to keep the same in running condition and / or clean / cleared. Adequate arrangements should be made for rain water drainage on the terrace of HRDI building.

2.1.8 MASONRY WORKS:

- (1) Attending to all types of masonry complaints for repairing / re-plastering / pointing of damaged / defective wall plaster.
- (2) Making of brick work and its plastering, Fixing of tiles in wall / floor, marble / kota in floors & Granite on counters etc. for minor repair & maintenance job in the building will be in scope of contractor.
- (3) Laying of cement concrete (whether reinforced or not) at various levels with / without centering and shuttering. Removing of centering and shuttering and proper curing of prepared surface.
- (4) Water or seepage proofing work in roof terrace, floor and walls as necessary.
- (5) All the items required for attending the above masonry jobs of the CLD-HRDI will be provided by BHEL. However regular tools & tackles will be made available by the contractor to their workforce. Heavy tools, tackles & scaffolding etc. will be provided by BHEL.

2.1.9 GENERALS:

- a) A maintenance schedule for the system shall be prepared by the contractor and submitted to BHEL for approval. The approved maintenance schedule shall be implemented by the contractor.
- b) Making proper record of preventive maintenance carried out and submission of the same to the nominated officer from BHEL for checking.
- c) Maintaining log sheet /log books /maintenance record as to be decided by BHEL time to time for proper operations and maintenance of the installation detailed above and as covered in scope of services. Entering data in log books viz. volt, current, KV, power shut down duration, DG set running hours, lube oil level, Meter Reading Recording per shift etc.
- d) Taking all necessary precautions to ensure safety of the personnel and equipment.
- e) Maintaining log sheet /log books/maintenance record as to be decided by BHEL from time to time for proper operations and maintenance of the installation viz.
 - i. 33KV/.433KV Log Book
 - ii. Diesel Consumption Record
 - iii. Weekly Status Report of Electrical and Sanitary items in office and hostel block including their washrooms as per List-I and submit to BHEL at 10:00 Hrs.

- iv. Received Electrical and Plumbing items from Store and return of old items to store after approval from BHEL.
- v. Collection of Electricity Bill from UPPCL office and submit to BHEL and submission of cheque to UPPCL office.
- f) The scope of services (which inter alia means repair, replacement) excludes supply of spares, materials as may be required during and for operation and maintenance of the installation under the services under consideration by the contract and the same shall be provided by BHEL unless otherwise specifically included in the scope of contractor and so specified. Consumables and small items like insulation tapes, cleaning agents, dhoti /duster etc. and all such T&P along with deployment of additional man power, if any required for and in relation to satisfactory operation and maintenance of all works under the service of the enquiry shall be in the contractor's scope and no extra payment shall be made by BHEL.
- g) The contractor shall maintain **all tools & tackles including ladders of required height (may be 15 ft., 20 ft. and more)/ hydraulic van** and measuring instrument as required for satisfactory service under the contract. A list of such items necessarily including items like tongue tester, 500V / 1000 volt Meggar, digital Multimeter with calibration certificate, Set of Spanners & Screw Driver ,Shouldering set ,Drilling machine, wire tester, Watch maker set, crimping tools for required sizes, etc. shall be provided and maintained as detailed below:

Sl No	Item
01.	Meggar (0-1 KV)
02.	Tongue Tester (AC: 200 To 1000 A) (DC upto 1000V) (AC Voltage UPTO 750 V)
03.	Multi meter (Digital and Mechanical)
04.	Cable gland crimping tool (4 to 50mm) Mechanical (50 to 650 mm) Hydraulic
05.	Live line tester (1 No)
06.	Wire gauge or Micrometer
07.	Hand Rubber Glove – for 11 kV & 33kV
08.	Earth tester with accessories
09.	Hand Tester – 4 Nos
10.	All Consumables viz. Insulation tape, Teflon tape, CTC, Dhoti, etc.
11.	First Aid Box (also including provision for treating minor cuts, burns & etc.)

Note:- The above list of tools & tackles is minimum requirement based on the past experience. However, Contractor shall ensure availability of all the necessary tools and tackles for safe and satisfactory delivery of work as per the scope.

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2.2 MANPOWER REQUIREMENT DETAILS:

The contractor should engage adequate: manpower per shift of 8(eight) hrs. of (3 shift per Day) fulfilling minimum requirement as detailed below:

S. No.	Description	SSW	SW	Total	Shift Details*
1	Supervisor	0	1	1	1 for General Shift
2	Electrician	0	5	5	2 each for Shift 'A' & 'B' ; 1 for Shift 'C'
3	Electrician-Helper	3	0	3	1 each for Shift 'A', 'B' & 'C'
4	Plumber	0	2	2	1 each for Shift 'A' & 'B'
5	Mason	0	1	1	1 for General Shift
Total Manpower required for CLD-HRDI Noida		3	9	12	

*Shift Details:

1. Shift 'A' (6:00 Hrs. – 14:00 Hrs.)
2. Shift 'B' (14:00 Hrs. – 22:00 Hrs.)
3. Shift 'C' (22:00 Hrs. – 6:00 Hrs.)
4. General Shift (09:00 Hrs. – 17:30 Hrs.)

Manpower qualification Details in all above mentioned shifts (A, B & C):

- (i) Supervisor - Diploma with one-year experience in ELECTRICAL/ ITI in ELEC. with min 5 years' experience and should be conversant in speaking & writing in Hindi / English.
- (ii) Electrical Helper - ITI in ELECTRICAL with minimum 3 years' experience in electrical field
- (iii) Plumber with minimum one-year experience in his field
- (iv) Mason with minimum one-year experience in his field

Note: - In case of absence of any one, the contractor shall make equivalent grade arrangement with prior information to BHEL. Failure to comply to above will invoke Penalty Clause. Besides the minimum requirement of manpower envisaged above and maintained at site the contractor shall deploy necessary resources including tools and tackles in order to ensure safe, efficient & smooth operation and maintenance of the said system in case exigencies arise.

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2.3 PROVISION OF STITCHED UNIFORM BY BIDDER:

All the workmen engaged by the bidder shall be provided with uniform as specified below:

FOR SUMMER:

- i. Terry cotton stitched uniform with uniform as above with Contractor's LOGO on pocket of shirt – 02 sets (Shirt colour- Light Blue & Trouser Colour- Black)
- ii. Identity Card
- iii. Safety shoes of Bata or equivalent with 2 pair socks for all seasons.

FOR WINTER: Same as above with closed necked coat or pullover.

FOR RAINY SEASON:

The following rain gear should be kept at site:

- (i) Duck bag Rain coat – 3 Sets
- (ii) Medium size umbrella – 3 Nos.
- (iii) Gum Boots Pair – 03 Nos.

2.4 PAYMENT TERMS:

- a) The contractor shall raise the bill on BHEL at the end of every month for AMC.
- b) The payments will be made within 30 days from the date of receipt of in-discrepant bills.

2.5 PENALTY FOR BAD QUALITY OF SERVICES:

- a) The Contractor shall be liable to bear the loss or damage caused by contractor or its employees to the Owner's premises, equipment, fittings, fixtures, etc.
- b) In case the Contractor fails in his contractual obligations at any time for any reason whatsoever including his labour related issues, he shall be liable for penalty to the extent as the Owner deems fit as well as to compensate for the excess expenditure incurred by the Owner, by way of providing Round the clock Operation and maintenance Services for the Electrical systems from any other source, which will be done at the cost, risk, expenses and responsibility of the Contractor. The above will be without any prejudice to any other action, which the Owner may take.
- c) For any deficiency in Electrical AMC services, the contractor/ contractor's supervisor shall be verbally informed firstly to take corrective remedial measure. The contractor/

contractor's supervisor shall have to make the correction immediately. In case he takes appropriate action to the satisfaction of the owner or his authorized representative, the case shall be deemed as closed. Under exceptional circumstances, if waiver is accorded by the owner against a particular default, the same shall neither be taken as precedence in future nor can the same be construed as automatic waiver of any other default.

d) All possible efforts shall be made to minimize the down time of any equipment/system. In case of failure / breakdown of the equipment, the following penalty shall be imposed on the contractor if BHEL is satisfied that reasons are attributable to the contractor. The decision of the BHEL shall be final and binding on the contractor in this regard.

e) **If the quality of services is not satisfactory, BHEL reserves the right to impose the Penalty up to maximum 10% of current monthly bill.**

If the contractor fails to take corrective action to the satisfaction of owner or his authorized representative, owner reserves the right to take any of the following action(s) in addition to above.

1. Issue warning letter/e-mail for the default
 2. Levy penalty of ₹ 1000/- (Rupees One Thousand) per default
 3. Levy penalty of ₹ 2000/- (Rupees Two thousand) per default, if same default is repeated for second time.
 4. Levy penalty of ₹ 5000/- (Rupees Five thousand) per default, if same default is repeated after second time.
- f) If it is found that default(s) are of permanent nature/recurring or the contractor backs out before the completion period of the contract, owner or his authorized representative reserves the right to take any and/or of the following action(s):

- a) **Termination of the contract and forfeiture of Security deposit**
- b) **Putting the party on hold for business or blacklisting the party from future business.**

The contractor may note that penalty is a deterrent against non-performance and the intent of the contract is to have satisfactory services from the contractor as per activities details laid down in the contract.

- g) No excuses like hindrance because of extreme weather conditions, non-availability of material etc. will be entertained for not providing services on time.
- h) All necessary precautions with respect to safety and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- i) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- j) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also

intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

3. Other Condition of Contract:

a) **No bidder will claim his ignorance regarding terms and conditions.**

b) Site Visit:

The bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the bidder's own expense.

c) Pre Bid Meeting:

- a. The bidder(s) or his designated representatives are invited to attend a pre-bid meeting at time & venue mentioned in NIT.
- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

d) Documents to be Submitted & Authentication of Documents Submitted In Support Of Pre-Qualification Requirements (PQR):

Financial Criteria:

- III. Copies of the Audited Balance sheet and Profit & Loss account statements against financial turnover duly signed and stamped by a chartered accountant.
- IV. Further, copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

Work Experience:

- iv. The Bidders are required to submit the copies of work order along with its completion certificate from the client in support of meeting the experience criteria.
- v. The completion certificate must clearly indicate the following:
 - Reference to relevant work order,
 - Actual value of executed work and
 - Actual date of completion.
- vi. All documents in support of Work Experience of Pre-Qualification Requirements (PQR) to be furnished by the bidders shall necessarily be duly certified/ attested by notary public with legible stamp.

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SECTION – 3.0

Special Terms & Conditions:

- b) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the CLD-HRDI and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
- c) Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia is considered while evaluating the performance: Timely rendering of services; Quality of services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform.
- d) The Contractor shall deliver the services to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- e) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- f) This Agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for a period of twenty four months which can be further extended on the same rates, terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.
- g) **NATURE OF SERVICES:** The contractor shall perform the operations and maintenance of electrical systems installed at BHEL, CLD-HRDI, Sector 16A, Noida for the period of two years round the clock on all seven days in a week as per the Scope of Work as detailed in this document. To maintain the services round the clock the contractor will deploy workforce in shift duty.
- h) The attendance Register of the Contractor's workforce shall be maintained by the concerned Supervisor of the Contractor for physical verification by BHEL and Statutory Authorities.
- i) The work supervisor shall be equipped with cell phone facility for effective coordination with BHEL.
- j) The Contractor shall visit the work premises of the Company covered under this Agreement twice a week minimum during the working hours and meet the company

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Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.

- k) The contractor will maintain an instruction book, serially numbered on each page, so that our visiting officers can issue instructions regarding the quality of the services to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to authorized representatives of BHEL and their comment be recorded in the instruction book.
- l) **IDENTITY CARD:** The Contractor shall ensure that the work force/supervisor engaged by him must wear & display the Identity Cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each work force shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- m) **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of authorized representatives of BHEL.
- n) **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in first week of April month.
- o) **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue **Latest digital ESI card** to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying /verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return

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submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 1st week of month of May.

- p) **LEAVE / HOLIDAYS:** For every workmen deployed in our premises, the contractor will give one day's weekly off for every six continuous working days, the Contractor's workforce shall be entitled for leave in each calendar year viz., (i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) Further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for no availed period.
- q) **BONUS :** The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus as per Payment on Bonus Act 1965 to their workforce during the contract period of two years.
- r) **WAGES :** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in Annexure – 7 which shall be made through direct credit in the bank accounts of its workforce. The payment must be credited in the account by the 7th of each English month. Any delay on his account shall be subjected to penalty or termination of contract. No other mode of payments will be accepted. The payment of wages to the work force, under the contract, will not be related to the monthly bill payments and the payment of wages to the work force would strictly be followed as mentioned above.

The contractor will also issue a salary slip to each of the workforce deployed against this contract. Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act. At the time of submitting the bill for payment to BHEL, the contractor has to submit the details of payment of wage & salary to their work force, proof of payment or transfer in the accounts of its workforce, proof of deposit of PF, ESI and service tax etc. which will be for the purpose of ensuring that contractor has complied with the statutory requirement.

BIDDER MUST SUBMIT SIGNED AND SEALED ANNEXURE -7 AS A TOKEN OF PROOF THAT HE WOULD BE LIABLE TO MAKE PAYMENT TO THE WORKFORCE AS PER THE SHEET ATTACHED AND ABIDE BY ALL STATUTORY NORMS.

- s) **AMC SERVICE CHARGES:** The amount quoted for Service will be firm for the contract period or the extended period, if any and no escalation will be accepted. However, amount quoted for labour cost will vary depending on the following:
- Any change in the minimum wages applicable as and when notified by the government
 - The periodic VDA increase, as and when notified by the Government.
 - Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law or any changes in service tax.

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- t) **UNIFORM / LIVERIES:**(i) The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor; (ii) The contractor will issue uniforms as agreed upon. In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same contractor will be levied penalty of 50/- per case and same shall be deducted by the Company from the monthly bill payable to the contractor.
- u) The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor under this Agreement.
- v) **SAFETY PRECAUTIONS:** (i) All safety equipment as required for this contract are to be positioned by the contractor & used as per requirement. (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- w) **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at CLD-HRDI at a suitable location for all the time during the contract period.
- x) **LABOUR LICENCE:** The Contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under contract labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days of from the date of placement of work order.

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SECTION – 4.0

CONTRACTOR'S OBLIGATION:

1. Contractor shall supervise the Job/ services allotted to him and to be carried out by his workforce.
2. Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
3. The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
4. Contractor to accept full and exclusive liability for the minimum wages, VDA, Allowances, PF, ESI, Bonus, two set of uniforms annually (consisting of shirt, pant, black belt, shoe and socks etc.) for the workforce deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
5. BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
6. Statutory requirement both local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
7. The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
8. The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the job / services included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
9. In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the

Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.

10. The Contractor shall be fully responsible for the timely payment of minimum wages, VDA, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
11. The Contractor shall indemnify and compensate the Company, if the Company becomes liable to assume any liability towards the workforce engaged by the contractor under the Contract Labour (Regulation and Abolition) Act, 1970. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.
12. The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things from the CLD-HRDI) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.
13. The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
14. The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
15. Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
16. Contractor to provide employment card / identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.
17. Contractor to get all his employees insured against all type of risks at his own cost.
18. Contractor to ensure that all precautions are taken for safety of his employees and equipments.
19. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides

to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

20. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
21. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

LIST – I

Sl No.	Status of Electrical Items						Status of Bathrooms installations			
	TL	CFL	SP	BULB	BPB	FAN	TAP	WB	WC	TL/B
301										
302										
303										
304										
305										
306										
307										
308										
309										
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340										

Sl No.	Status of Electrical Items						Status of Bathrooms installations			
	TL	CFL	SP	BULB	BPB	FAN	TAP	WB	WC	TL/B
201										
202										
203										
204										
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007										
008										
009										
010										

If Item is OK then write 'W' if not then write 'NW'

W - Working

NW - Not Working

BPB - BELL PUSH BUTTON

WB - Wash Basin

SP - Socket Point

WC - Water Closure

TL/B Tube Light/Bulb

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Handwritten signature

ANNEXURE- 4

GENERAL TERMS & CONDITIONS.

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed & stamped and sent in a sealed cover super scribing the name of Tender as a given in the tender notice.
2. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
3. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
4. The tenderers shall closely peruse all the clauses & specifications indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission of the tender documents issued are incomplete or shall require clarification on any of the aspect. Scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
5. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
6. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. **Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED Along with THE OFFER BY the Tenderer in token of complete acceptance thereof.** The information furnished shall be complete by itself.
7. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
8. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
9. **Evaluation Criteria:** Work order will be placed on overall L1 party.
10. **EARNEST MONEY DEPOSIT (EMD):**

EMD of an amount of ₹ 1,04,900/- is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money Deposit (All securities are to be discharged and pledged in favour of BHEL, payable at New Delhi).

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- **Modes of deposit:** The EMD may be accepted only in the following forms:
 - 1) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - 2) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - 3) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 Lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

- **Forfeiture of EMD:**

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- EMD shall not carry any interest.
- EMD of successful tenderer will be retained as part of Security Deposit.

11. SECURITY DEPOSIT

- Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

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- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(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).

I. Deposition of Security:

- At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be deposited 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.
- 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.
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- (Note: In case of (a) small value contracts not exceeding Rs 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- The Security Deposit shall not carry any interest.

VALIDITY OF OFFER: The offer shall be kept open for acceptance for a minimum period of 3 months from the date of opening of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

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ARBITRATION: All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the engineer or any other person is by the contract expresses to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons or his award being set aside by the court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the arbitrator or to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. The arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the arbitrator at his discretion may determine.

The successful bidder must indemnify BHEL against the Clause No.- 5,8,10,11 of Contractor's Obligation as per SECTION – 4.0 of the Tender Documents on stamp paper before the start of work.

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ANNEXURE-5

REVERSE AUCTION'S TERMS & CONDITIONS:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

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

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

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ANNEXURE- 6

NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER. WE HEREBY UNDERTAKE AND CONFIRM THAT WE HAVE UNDERSTOOD THE SPECIFICATIONS PROPERLY AND SHALL BE PROVIDING THE SERVICES MENTIONED IN THIS TENDER ENQUIRY.

**Signature of the bidder
With Company Seal**

Name:

Company's name:

Address:

Date:

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ANNEXURE -7

**CONSOLIDATED WAGES AND OTHER ALLOWANCES & STATUTORY PAYMENTS /
CONTRIBUTIONS**

Sl. No.	COMPONENT	CATEGORY OF WORKER		
		SEMI SKILLED	SKILLED	SUPERVISOR
1a	Minimum Rates of Wages per day (including VDA) w.e.f. 01. Oct., 2016	414	456	456
1b	Monthly Wages = (S.No. 1a) X 26 =	10,764	11,856	11,856
2	P. F. Contribution on S.No. 1b			
(a)	CPF @ 12% on S.No.1b	1,292	1,423	1,423
(b)	EDLI @ 0.50% on Sl. No.1b	54	59	59
(c)	PF Admn. Charges (02) @ 0.85 % on Sl.No.1b	91	101	101
(d)	EDLIS Admn. Charges (22) @ 0.01% on Sl. No. 1b	1	1	1
3	ESI @ 4.75% as employer contribution on Sl.No.1b	511	563	563
4	Bonus - minimum @ 8.33% on Sl.No.1b (as per Payment of Bonus (Amendment) Act 2015) is applicable for the wages upto Rs 21,000/-. To be computed on Rs 7,000/- or the minimum wage for the scheduled employment as fixed by the appropriate Govt., whichever is higher.	897	988	988
5	Liveries LS @ Rs. 225/- P. M.	225	225	225
6	Leave Salary 2½ day P.M.	897	988	988
7	Total Per month category wise consolidated wage	14,732	16,204	16,204
8	Nos of workmen to be deployed	3	8	1
9	Total category wise wages per month	44,196	1,29,630	16,204
10	Total wages for all 12 nos. of workmen per month	1,90,030		
11	Total wages for all 12 nos. of workmen for two years	45,60,709 (A)		
12	<u>Lump-sum Monthly Service charges excluding Service Tax over and above the Total wages per month as per Sl. No. 10 (for round the clock operation and maintenance, as per the terms and conditions laid down in the tender documents)</u>	Rs. B		
13	Total Service Charge amount for Two Years excluding service tax	Rs. C (24 x B)		
14	Service Tax (as applicable) @ _____ %	Rs. D		
15	Total Service Charges Including Service Tax for two years	Rs. E (C + D)		
16	Total Amount for Two Years (including Wages + Service Charge + Service Tax)	Rs. Q (A + E)		

1	Wages & VDA by Govt. w.e.f. 01.10.2016 has been incorporated in the category wise wage calculation and any further increase of Wages & VDA will become the part of monthly consolidated wages
2	TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.
3	Calculation of PF, ESI, Bonus as per Bonus Act & Leave Salary will be based on the monthly minimum wages inclusive of VDA.

Signed & Stamped

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ANNEXURE - '8'**CHECK LIST OF DOCUMENTS****SUMMARY OF COMPLAINT TO REQUIREMENT OF TENDER**

Sl. No.	Required Document	If Submitted, then Tick (√)
1.	Required amount of EMD (₹1,04,900/-)	
2.	<u>Financial Criteria:</u> A. Copies of the Audited Balance sheet and Profit & Loss account statements against financial turnover duly signed and stamped by a chartered accountant. B. Further, copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.	
3.	<u>Work Experience:</u> A. The Bidders are required to submit the copies of work order along with its completion certificate from the client in support of meeting the experience criteria. B. The completion certificate must clearly indicate the following: • Reference to relevant work order, • Actual value of executed work and • Actual date of completion. C. All documents in support of Work Experience of Pre-Qualification Requirements (PQR) to be furnished by the bidders shall necessarily be duly certified/ attested by notary public with legible stamp.	
4.	Duly signed and stamped complete set of tender documents	
5.	Signed and Stamped Un-priced bid format (The bidder has to write "Quoted" in places where he has quoted in Price Bid) (As per Annexure -2)	
6.	Copy of PAN Card	
7.	Copy of Service Tax Registration Number	
8.	Copy of PF Registration Number	
9.	Copy of ESI Registration Number	
10.	Copy of valid "A" Class License as on date	
11.	Copy of Labour license Certificate from appropriate Govt. under contract labour (Regulation and Abolition Act, 1970.	
12.	No Deviation Certificate as per Annexure -6 duly signed and stamped.	
13.	Quoted PRICE BID duly signed and stamped as mentioned in the tender enquiry.	
14.	Consolidated Wages And Other Allowances & Statutory Payments/Contributions as per Annexure-7 duly signed and stamped.	

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