



INVITATION TO TENDER

Ref: OPS/OS/AMC/2015-16/06/007

Date: 25.05.2015

Sub: Supply & Installation of CENTREX system and Telephone services for a period of two years on lease basis.

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

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE Rs.	EMD Rs.	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF OFFER
01	Supply & Installation of CENTREX system and Telephone services for a period of two years on lease basis.	25.36 Lakhs	60,000/-	Two Years	15.06.2015 up to 13.00 Hrs.

1.0 ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2014 should be at least 30% of the estimated value. (i.e. **Rs. 7.61 Lakhs**)

Tenderer should enclose EPF, ESI, PAN, Service Tax New registration no., Income tax returns for last three years (FY 2011-12, 2012-13 & 2013-14) and Profit & Loss account and Balance Sheet certified by the Auditor for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 31th April'2015 as given below:
- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. **Rs. 10.14 Lakhs each**)
- OR
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. **Rs. 12.68 Lakhs each**)
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. **Rs. 20.29 Lakhs**)

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

Note : Similar work means Supply & Installation of CENTREX system and Telephone services.

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- IV) Latest solvency certificate (Within One year) from the Banker shall be produced.

2.0 SCOPE OF THE WORK

The detailed scope of work is given in technical bid and as per schedule of Quantities.

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3.0 LOCATION OF WORK

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

4.0 EARNEST MONEY DEPOSIT

The tender shall be accompanied with a Demand Draft / Banker Cheque for Rs. 60,000/- (Rupees Sixty Thousand only) towards EMD drawn in favour of **BHARAT HEAVY ELECTRICALS LIMITED**, payable at Visakhapatnam.

EMD of unsuccessful tenderers shall be returned to after acceptance of LOI / Work Order by the successful bidder.

5.0 SECURITY DEPOSIT :

Security Deposit shall be collected from the successful tenderer as per clause 15 of annexure - I.

6.0 INCOME TAX AND WORKS CONTRACT TAX :

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

7.0 PRICE SCHEDULE :

- 7.1 The prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- The quoted prices shall be inclusive of all applicable taxes & duties except service tax as applicable as on date of tender submission. However, Service Tax as applicable shall be paid by contractor and same shall be reimbursed by BHEL on submission of proof of payment.
- 7.2 The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- 7.3 Tenderer should quote the rates in figures **as well as in words** and the amount for each item should also be worked out. In case of any mismatch between the quoted rates and amounts, the quoted rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.
- 7.4 All rates shall be quoted in the tender format only.

8.0 REVERSE AUCTION :

BHEL reserves the right to opt for Reverse Auction at its discretion instead of opening the price bids submitted in sealed envelope and any information regarding the reverse auction shall be decided after technical evaluation and shall be intimated to the bidders at appropriate time. General terms and conditions governing RA are mentioned in the special conditions at **Annexure-V**. The bidders are requested 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.

In case BHEL decides to go for RA, only those bidders who give their acceptance will be allowed to participate in RA and these bidders shall have to necessarily submit 'Online Sealed Bid' in the RA. Non-submission of 'Online Sealed Bid' by the bidder will be considered as tampering of the tendering process and will invite action by BHEL as per extent guidelines in vogue.

9.0 **VALIDITY OF OFFER :**

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

10.0 **GENERAL :**

10.1 **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

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

Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

10.2 **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

10.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers. One complete set of reference documents pertaining to subject job covered in the scope of this tender are available at Electrical Maintenance Dept. and the same can be referred during working hours from 9.00 AM to 4.00 PM.

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

10.4 Dy Manager (EM-M&CI) shall be the Engineer-in-charge for herein after referred to as such in the tender.

10.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.

11.0 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.

PART - I : TECHNO COMMERCIAL BID

- | | |
|---|------------------|
| a) Technical Conditions | : Annexure - I |
| b) Special Conditions of Contract | : Annexure – II |
| c) Rules & Regulations for Operation | : Annexure – III |
| d) Minimum Wages as per Central Labour Department | : Annexure – IV |
| e) Terms & Conditions of Reverse Auction | : Annexure – V |
| f) Acceptance to the tender terms & conditions | : Annexure – VI |
| g) Contractor Information - | : Annexure – VII |

PART - II : PRICE BID

- | | |
|---|-------------------|
| h) Price Bid (Schedule of items and Bill of Quantities) | : Annexure - VIII |
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12.0 **TENDER SUBMISSION :**

12.1 **The Bid shall be submitted in two parts.**

Part-I : Techno-Commercial Bid shall be placed in one cover along with the following documents :

- (i) Earnest Money Deposit of Rs. 60,000/- (Rupees Sixty Thousand only) in the form of Demand Draft / Banker's Cheque drawn in favour of Bharat Heavy Electricals Limited, Visakhapatnam.
- (ii) I.T. Clearance certificates / Acknowledgement of submission of the IT Returns for the last 3 years.
- (iii) P.F. Registration Code No.
- (iv) E.S.I Registration Code No.

- (iv) Experience Certificates in line with eligibility criteria.
- (v) Service Tax Registration No.
- (vi) Solvency Certificate
- (vii) All other applicable documents as detailed in the tender

Part-II : Price Bid in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another** bigger size envelope duly superscribing the **Tender No. & Subject** on the envelope .

- 12.2 The tender completed in all respects shall **be dropped** in the **Outsourcing** tender box kept at reception counter, ADM building **latest by 13.00 Hrs. on 15.06.2015**.

Bidder may also send their offers by Post to "Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012".

Last date for receipt of tenders is **15.06.2015 upto 13.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

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

13.0 OPENING OF TENDERS :

Techno-commercial Bids will be opened on **15.06.2015 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

If bids are not accompanied by requisite Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


Manager (OS)

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TECHNICAL CONDITIONS

Name of the contractor:

Full Poster address:

Telephone No & Fax No:

Email Id:

Contact Person Name:

Please find enclosed herewith the schedule of items for supply/installation of CENTREX system on two years lease basis for M/s BHEL-HPVP as per the specifications, terms and conditions mentioned below.

Scope of work for proposed CENTREX system should have the following Technical features:

1. No of Extensions – 375
2. No of new Telephone Instruments (Latest: corded phone, Alphanumeric Display, Auto Redial, Alphanumerical keypad, 20 redial memory, 10 Missed call log memory) with CLIP Facility and 30 numbers of these 375 should have “main and extension” (Twin set phones or Boss-Secretary phones) facility acceptable to BHEL.
3. Operator Consoles – 2 Nos
4. Multi product CUG, calls from mobile to Landline, Landline to Mobile (FCT) and mobile to mobile.
5. MDF at incoming and outgoing side of CENTREX
6. Call forward, three way calling, in built voice mail, call pickup, Call waiting, Value added Services, Voicemail, call on hold, Conference, call back facility if landline or mobile is busy
7. AMC for CENTREX, Charger, Batteries, telephone instruments etc
8. Technological up gradation within contract period, LAN-WAN Connectivity
9. Installation, testing, commissioning
10. Restricted Local/STD/ISD, PC Based operator console, External call forwarding, DID, Auto attendant. Dynamic locking for local, STD and ISD.
11. Provision for adding/disconnecting telephone connections with in Factory area or Town ship.
12. Operator should provide 3 / 4 digits dialing within the Organization and 7 digits for local calls suffixing the same 3 / 4 digit internal numbers.
13. The operator should have valid license from DOT. Copy of the same should be furnished along with Technical bid.
14. There should be one Group master with hunting facility for incoming calls. Under hunting facility there should be at least 10 numbers.

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15. Selected extensions should be programmable for through operator/Local Calls/STD/ISD facility.
16. Readily availability of Telecom infrastructure at company premises.
17. Should provide instruments for extensions taken.
18. Operator should give detailed billing of calls every month for each extension (Incoming and outgoing calls).
19. Software & Hard ware up gradations from time to time at free of cost.
20. The duration of the contract shall be two Years.
21. Employees should be able to make outgoing calls through operator or direct dialing.
22. BHEL will provide suitable workspace and suitable safe storage for maintenance and spare parts storage.
23. The supplier shall carry out preventive maintenance of all the contracted equipment, at least once in every Month.
24. The repair of Consoles, Telephone instruments and other equipment shall preferably be carried out at our place.
25. The items, which cannot be repairable at our premises, can be taken out for repair with our permission and on our gate pass and the same shall be returned back to BHEL in a stipulated time. The items taken out for repair are of contractor's responsibility.
26. The breakdown of any telephone line, CENTREX System should be completed in a stipulated time not exceeding 2 hrs. If the breakdown time exceeds the stipulated time, BHEL shall have the right to impose penalty/terminate the contract etc.
27. The parts/components replaced should be of reputed brand/good quality.
28. The service personnel should bring their own tool kit and testing units.
29. A register of complaints and their status has to be maintained.
30. The contractor shall not reassign this contract or any part thereof without BHEL Ltd written permission.
31. In case the contractor unable to complete the contract period successfully or discontinues in between, the contractor is solely responsible for the penalty imposed by BHEL and BHEL shall have the right to terminate the contract, without prejudice to other courses of action that it might deem fit, including invocation of the Performance security, furnished under terms of the agreement.
32. Parts/components removed shall be the property of BHEL Ltd.
33. The contractor shall replace all spares found irreparable within 2 days of identification. If not replaced within this period, M/s. BHEL reserve the right of procuring such spares at the cost of the contractor which will be deducted from his bills along with overhead charges as per BHEL norms.
34. The contractor's staff shall carry adequate tools for repair/maintenance.

TECHNICAL CONDITIONS

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35. In case of items covered with Manufacturer's guarantees towards hardware, any software related maintenance jobs such as trouble shooting, communication Software, software installation/modification etc is in the scope of supplier.
36. In case of breakdowns in communication system, the maintenance personnel shall attend immediately to facilitate completion of work.
37. The scope of supply for new CENTREX system is on lease basis or free supply with rental charges. The period of contract for lease is minimum 2 Years.
38. The contractor is liable to pay for damages caused to the Government property on account of negligence by contractor's staff.
39. The contractor is also liable to pay extra cost non completion of the work done in time and BHEL shall be forced to get it done through other agency or contractor at the contractor's cost.
40. The equipment shall be replaced for any latest Technology introduced by the supplier or upgrade the same in the existing equipment.
41. Optical fiber should be used for communication from our premises (MDF) to your exchange.
42. In case of CENTREX system breakdown, the service personnel should be available round the clock.
43. **The tariff for local, STD, ISD, Land line to mobile, mobile to mobile etc shall remain firm for a period of TWO Years from the date of commencement of services under the contract and there shall be no increase in the costs, charges, levies, expenses for whatever reason, during the said validity period. The charges can be reduced based on the TROI regulations or at the discretion of supplier.**
44. **Vendor to retain last four digit number as existing now (Internal numbers) and also facilitates the auto transfer of new number (as provided by vendor/ Service Provider) from old number if dialed from outside agency.**
45. **Vendor to provide free Call charges within the group (between 375 extensions inside BHEL-HPVP)**
46. **Dynamic locking for local, STD and ISD mobiles to be provided.**
47. **MDF at incoming and outgoing side of CENTREX system to be provided free of cost.**
48. **Maintenance of items supplied to M.s BHEL-HPVP like CENTREX, Charger, Batteries, Telephone instruments etc. to be done periodically at free of cost.**

Note:

1. BHEL provides suitable workspace and suitable safe storage for maintenance equipment and spare parts.
2. The telephone bills for all the lines would be payable every month within 30 days of receipt of bill.

SIGNATURE OF THE TENDERER

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SPECIAL CONDITIONS OF CONTRACT

1. The contractor should arrange work generally between 8.00 AM to 4.30 PM in all working days of the Department and to arrange in shifts also as per the instruction of Engineer-in-charge. . If required they should also work on Sundays / Holidays as required and no extra payment will be made on this account by company.
2. Since the work involves different agencies, contractor should co-ordinate with other agencies to plan the work and ensure the progress of work as directed by Engineer in charge.
3. The rate includes all depths/heights and leads/lifts including work at any level.
4. Contractor should produce labour insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.,
5. (a) The contractor shall arrange his own tools like screw driver, cutting players, AC test lamp, spanners and other tools required to complete the job along with supply of manpower.
(b) The contractor shall arrange his own tools, material required for digging, cable laying, masonry work and other tools required to complete the job along with supply of manpower.
6. All tools, plants and materials brought inside the campus should be registered at the security gate while bringing inside. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material had been brought inside.
7. The quantities indicated in the schedule are only provisional and may vary according to exigencies of work and no extra claim can be entertained on this score.
8. The contractor shall attend the breakdowns / shutdowns, repair works on emergency basis as per the instructions of Engineer-in charge. The work also to be organized on Sundays or Holidays as per the requirement, however no extra claim for working on Sundays/Holidays shall be entertained.
9. The contractor should follow the rules and regulations annexed with for employment of labour by contractors in BHEL-HPVP.
10. **Work Contract Tax** will be deducted as per the statutory rules from time to time. Present W.C.T. is 5% if TIN number is submitted. If TIN number is not available W.C.T. shall be 20.00%.

11. PAYMENTS TERMS

- a. R.A Bill payments will be arranged within 30 days from the date of bill or 15 days from the date of clearance of the statutory compliance by IR Department whichever is later.
 - b. 10% Security Deposit shall be deducted from each running Account Bill, if 50% Security deposit is submitted. Security Deposit/Bank Guarantee will be released after the completion of contract period and guarantee period of 2 months **or** on closure of contract and guarantee period of 2 months whichever is later.
 - c. Income Tax & Work Contract Tax shall be deducted as per the statutory rules from time to time.
 - d. Service Tax Extra if applicable will be reimbursed on submission of documentary evidence of payment.
12. In respect of material supplied if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bills at the rates fixed by the department.

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SPECIAL CONDITIONS OF CONTRACT

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13. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam
14. The quoted rate shall be firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item. The contractor shall take into consideration for the labour rate increase during the contract period and same to be considered while quoting the rate for each item.

15. Security Deposit:

Security Deposit shall be collected from the successful tenderer. The rate of security deposit will be as below:

- Up to Rs. 10 lakhs : 10%
- Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
- Above Rs. 50 Lakhs: Rs. 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs

The security Deposit should be deposited before start of the work by the contractor.

Security Deposit may be furnished in any one of the following forms

- i. Cash (as permissible under the Income Tax Act)
- ii. Pay Order, Demand Draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to realization.
- iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii. Security deposit can also be deposited at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be deposited from the running bills.
- viii. EMD of the successful tenderer can be converted and adjusted against the security deposit.
- ix. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

16. Security Deposit / Bank Guarantee will be released after the maintenance period of 2 months or on closure of contract whichever is later.
17. Any new taxes imposed by Govt. of India / AP State Govt. after the tender submission date shall be reimbursed on submission of documentary evidence of payment.
18. The payments shall be made through online (i.e. RTGS/NEFT) only.
(Format enclosed – Annexure - A).

SIGNATURE OF THE TENDERER

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RULES AND REGULATIONS FOR OPERATION

1. The contractor shall obtain license from the statutory authority. The competent authority (Licensing authority) for the works relating to BHEL-HPVP is the Deputy Commissioner of Labour, Visakhapatnam.
2. The Contractor shall pay the minimum wages to the contract labour as notified by the Central Government from time to time. The Government Order indicating the present rate of minimum wages is enclosed at Annexure – IV. **The Quoted Rate shall be firm throughout the contract period. No cost escalation will be paid on any account. The contractor has to consider the future escalation and increase of labour wages while quoting the rate.**
3. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
4. The contractor should cover all his labour under ESI scheme to provide Medical facilities and also insurance to cover accidental benefits as specified in the relevant acts.
5. Contractors should have individual P.F. codes. In the absence of the individual P.F Code No. within 30 days of L.O.I, the contract will be treated as cancelled. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
6. The contractor should pay the amount towards Bonus, Retrenchment compensation and Encashment of non-availed earned leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
7. The contractor should make his own arrangement for providing TEA / BREAKFAST / MEALS etc., to the labour engaged by him and BHEL, Visakhapatnam shall not issue any subsidized coupons for this purpose.
8. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right to check the persons of contractor's employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
9. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
10. The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Shoe & Helmet is must for all workers and the other appliances as per the need & requirement of the work) to his laborers and shall be solely responsible for the same.
11. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) and In-charge (Civil) of the company.
12. The contractor shall not employ Sub-Contractor without the prior approval of the company.
13. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.

RULES AND REGULATIONS FOR OPERATION

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- a. Muster Roll
 - b. Muster Roll-Cum Wage Register
 - c. Register of Over Time
 - d. Register of Fines
 - e. Register of Advances
 - f. Register of Deductions
 - g. To issue Employment Card to the Workmen
 - h. To issue Wage Slip
 - i. In case of termination of employment, the contractor shall issue service certificate
13. The agreement / contract shall remain in force for a period of 15 Months from the issue of LOI or unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below.
- a. If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
 - b. If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.
14. The contract can be terminated with **15 Days notice** in writing on either side without assigning any reason whatsoever.
15. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
16. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
17. The contractor shall take necessary license in respect of his trade / business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulation & Abolition) act for engagement of labour.
18. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.
19. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.

RULES AND REGULATIONS FOR OPERATION

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20. The contractor shall intimate to the Manager (IR) / IR Department officials in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
21. The contractor shall be responsible to make payment to the workers on working days at the work site on the date notified in advance. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
22. No wage period shall exceed one month
23. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
24. The contractor shall be responsible to follow the various laws applicable to his workers such as contract labour (Regulations & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident fund Act, Employees State Insurance Act, etc. and the rules made there under from time to time.
25. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

SIGNATURE OF TENDERER WITH SEAL

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MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT
w.e.f 01.04.2015

SL. No	DESCRIPTION	Unskilled	Semi Skilled	Skilled
1	Minimum Wage	290.00	328.00	385.00
2	PF @ 13.6%	39.44	44.61	52.36
3	ESI @ 4.75%	13.78	15.58	18.29
4	Bonus @ 8.33%	24.16	27.32	32.07
5	Leave Wages (18 days / Year)	16.73	18.91	22.21
6	Terminal Benefit for (15 days / year)	13.93	15.76	18.51
7	Holidays for 10 days	9.30	10.51	12.34
	TOTAL	407.34	460.69	540.78

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid “ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL “s standard practice

GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)

:: 2 ::

12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

* * * * *

Ref: OPS/OS/AMC/2015-16/06/007

Date: 25.05.2015

Sub : Supply & Installation of CENTREX system and Telephone services for a period of two years on lease basis.

ACCEPTANCE TO TENDER TERMS & CONDITIONS

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

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

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

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

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

Signature of the bidder with stamp

CONTRACTOR INFORMATION

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

(Required only if it was not submitted earlier)
ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

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

DETAILS OF BANK ACCOUNT

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

CERTIFICATE

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

(Authorized Signatories with name &
seal)

BANKER'S CERTIFICATION

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

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp
and name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

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

Signature of BHEL Official with name & seal
Operating the contract / Services

PART – II

(PRICE BID)

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

NAME OF WORK: Supply & Installation of CENTREX system and Telephone services for a period of two years on lease basis.

Tender Enquiry No : OPS/OS/AMC/2015-16/06/007, Date: 25.05.2015

NOTE :

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) Contractor shall pay the minimum wages to the contract labour as notified by Central Government from time to time. Contractor has to pay as per recent G.O. in force from time to time and no extra claim can be entertained on this score.

In addition to the above the contractor has to comply with all the statutory requirement such as PF, ESI, Bonus, Leave wages, Retrenchment compensation etc.

- 3) The quoted rate shall be fixed & firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item.
- 4) Tenderers should have accidental insurance coverage to workmen engaged and the workmen engaged should use/wear safety shoes and safety appliances.
- 5) **L1 shall be evaluated based on quoted total amount.**
- 6) The quantity indicated below is approximate and may vary on both sides subjected to the requirement. However payment shall be made for the actual quantity only.
- 7) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except service tax.** However, Service Tax as applicable shall be paid by contractor and same shall be reimbursed on submission of proof of payment.

SIGNATURE OF THE TENDERER WITH SEAL

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

NAME OF WORK: Supply & Installation of CENTREX system and Telephone services for a period of two years on lease basis.

Tender Enquiry No : OPS/OS/AMC/2015-16/06/007, Date: 25.05.2015

SCHEDULE OF QUANTITY FOR THE WORK

Sl. No	Description	Unit	Qty	Unit Rate	Rate in Words	Total Amount
1.	No of Extensions	Nos	375			
2.	No of new latest Telephone Instruments (Latest CLIP phones: corded phone, Alphanumeric Display, Auto Redial, Alphanumerical keypad, 20 redial memory, 10 Missed call log memory, Call forward, Call waiting, call back facility if landline or mobile is busy).	Nos	345			
3.	Latest and good looking Main and Extension phones (Boss secretary phones or Twin set phones) for higher officials. (Latest CLIP phones:: corded phone, Alphanumeric Display, Auto Redial, Alphanumerical keypad, 20 redial memory, 10 Missed call log memory, Call forward, three way calling, in built voice mail, call pickup, Call waiting, call on hold, Conference, call back facility if landline or mobile is busy,)	Nos	30			
4.	Operator Consoles	Nos	2			
5.	Monthly rent for 375 Extensions	Month	24			
6	Call charges for local, STD, ISD, mobiles and landlines (For 2years)*					
a	AP Local mobile	Call	7,80,000			
b	AP Local fixed line	Call	3,00,000			
c	STD mobile	Call	1,80,000			
d	STD fixed line	Call	1,80,000			
e	ISD USA	Call	1,200			
	Total					

* For calculation, Call pulse rate will be taken as 60 sec pulse

Total Amount in Words :

SIGNATURE OF THE TENDERER WITH SEAL