

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
P.B. NO.2606, MYSORE ROAD, BANGALORE-560 026**



TENDER DOCUMENTS

FOR

**TENDER DOCUMENT FOR ESTABLISHMENT OF SITE OFFICE AT 5.04 MW
SOLAR PHOTOVOLTIC POWER PLANT AT BERRA-DOL TEHSIL SHRI NAINA
DEVI JI DISTRICT BILASPUR, HIMACHAL PRADESH**

TENDER SPEC. NO.: EDN: PVSS: HPCL: 5MW: SITE ESTT: TENDER: 17-18

Dated: 03.11.2017

ELECTRONICS DIVISION

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BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONIC DIVISION

P.B. NO.2606, MYSORE ROAD, BANGALORE-560 026

e-mail: sreenath@bheledn.co.in, nk@bheledn.co.in

NOTICE INVITING TENDER

REF.: EDN: PVSS: HPCL: 5MW: SITE ESTT: TENDER: 17-18

DATE: 03.11.2017

SUB: TENDER DOCUMENT FOR ESTABLISHMENT OF SITE OFFICE AT 5.04 MW SOLAR PHOTOVOLTAIC POWER PLANT AT BERRA-DOL TEHSIL SHRI NAINA DEVI JI DISTRICT BILASPUR, HIMACHAL PRADESH

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Establishment of Site office at 5.04 MW Solar Photovoltaic Power Plant at Berra-Dol Tehsil Shri Naina Devi Ji District Bilaspur, Himachal Pradesh	Rs. 59601/- (Please refer general conditions of contract for mode of submission and other detail)	17.11.2017 2.00 PM	17.11.2017 2.30 PM (Technical bid only) and Price bid opening/ RA date will be intimated later to Techno commercially acceptable parties

2. ADDRESS FOR SUBMISSION AND OPENING OF TENDER:

AGM (SC&PV- PV Contract Engg)
NEB 5TH FLOOR
Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bangalore – 560026

E-mail: sreenath@bheledn.co.in, nk@bheledn.co.in

Contact no.: 9818004033

- The prospective bidders who have downloaded the tender documents are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
- Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.

5. "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).

6. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
7. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
8. Late tenders are liable to be rejected.
9. Price to be filled strictly as per proforma given in NIT (Annexure I) Change in Pro-forma is not allowed.
10. No revision of prices will be entertained after tenders are opened.
11. Tender Enquiry No. & due date must be legibly super scribed on all the envelopes.
12. Quotation should be valid for at least four months from date of tender opening.
13. BHEL will not be responsible for the postal delay / mutilated tenders under any circumstances for non-receipt of Tenders/submission of filled in tender documents by due date & time.
14. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidder's representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened/ reverse auction will be conducted subsequently, after Technical Bids of all the Tenderers which have been evaluated and frozen. Bidders should quote their most competitive rates as there will not be any price negotiation. However if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE

COVERING LETTER ACCOMPANYING THE TECHNICAL BID. Offers with deviations are likely to be rejected. However if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".

15. BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept, reject any tender in part or full without assigning any reason whatsoever.
16. BHEL reserves the right to accept or reject any of the tender / all tenders with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
17. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2 Commitment by Bidder/ Supplier/ Contractor:

1.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

18. Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, EDN shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.

19. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
20. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. Decision of BHEL shall be final and binding on the bidder.
21. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder may also be sought from the principal employer.
22. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
23. The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.
24. In case the Proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
25. The bidder representative may be called for discussion with the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technical capability will be discussed and ascertained by the committee.
26. The tenderer shall be deemed to have visited the site and studied the specifications and details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.
27. The rates for security personnel, cook & office boy are to be quoted based on the present notification of government of Himachal Pradesh for minimum wages. The contractor shall however, undertake to revise pay of security personnel as per Minimum Wages Act including other charges including any revision of rates by Govt. of HP at no extra cost to BHEL.

Thanking you,

Yours faithfully,
For and on behalf of BHEL,

AGM- PV Contract Engg.

TO BE FILLED BY TENDERER

Certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer.

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE / STATE / COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BANGALORE

PRE-QUALIFYING REQUIREMENTS

Tender Spec No.: PVSS: HPCL: 5MW: SITE ESTT: TENDER: 17-18, Date: 03.11.2017

SUB: TENDER FOR ESTABLISHMENT OF SITE OFFICE AT 5.04 MW SOLAR PHOTOVOLTAIC POWER PLANT AT BERRA-DOL TEHSIL SHRI NAINA DEVI JI DISTRICT BILASPUR, HIMACHAL PRADESH.

Sealed Tenders (Under two part bid system) are invited from competent vendor for Establishment of Site office at 5.04 MW Solar Photovoltaic Power Plant at Berra-Dol Tehsil Shri Naina Devi Ji District Bilaspur, Himachal Pradesh. Only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer in a sealed envelope as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

- A. Vendors should have a minimum average annual turnover of **Rs. 8.94 lacs** for last three financial years (2014-15, 2015-16 & 2016-17) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self certified copies of Balance Sheet, Profit & Loss account along with income tax returns of these years.
- B. Vendor should have successfully executed similar job (ref note 1 & 2 below) during last seven years ending 30.09.2017. Vendor should produce certification/proof in support of execution of similar package from user/end user and should be either of the following:
- i. **Three similar jobs executed costing (except service tax/GST) not less than Rs. 11.92 lacs each**
- OR
- ii. **Two similar jobs executed costing (except service tax/GST) not less than Rs. 14.90 lacs each.**
- OR
- iii. **One similar job executed costing (except service tax/GST) not less than Rs. 23.84 lacs**
- C. Vendor should have earned profit in at least one year during last three financial years.

NOTE:

1. **Similar job shall mean: - Providing Site management Services such as Housekeeping, attendant / messenger services, upkeep & maintenance services, cook, computer operator, Office Supervisor, Security Services etc. at office premises / guest houses / residential townships / hotels/ hospitals/ commercial institutional complex like metro stations/ airports/ factories/Substation/Power Plant etc. with any Central Govt. State Govt. / PSUs / Public Limited Company / Private Limited Company.**

2. **The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.**
3. If the qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
4. The bidder shall submit the Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer/ Contractor along with technical bid.
5. Consortium/ JV bidding is not allowed.
6. BHEL reserves the right to:
 - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Final bill/ payment detail for the said job for cross- verification.
7. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
8. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
9. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders. Decision of BHEL shall be final and binding on the bidder.
10. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
11. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
12. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

**PROCEDURE FOR SUBMISSION OF SEALED TENDERS AND
DOCUMENT TO BE ENCLOSED WITH THE OFFER**

The tenderer must submit their tenders as required in two parts in separate sealed covers prominently superscribed as Part-I, Technical Bid Part-II, Price bid and also indicating on each of the covers the tender specification number and due date and time as mentioned in the tender enquiry.

These two separate covers I and II (Part – I and Part-II) shall together be enclosed in third envelope (Cover-III) along with EMD and this sealed cover shall be superscribed and submitted.

PART-I (TECHNICAL BID) COVER-I:

The following documents shall be kept in technical bid envelope:

- 1) Your covering letter for submission of offer.
- 2) EMD in the prescribed mode for the amount as mentioned in NIT.
- 3) Complete set of tender documents duly signed on each page including unpriced 'BOQ cum price schedule', as your acceptance of the tender conditions & NIT in toto.
- 4) PAN & Copy of IT returns filed with IT authority (letter).
- 5) List & Details of similar works executed and under execution (As per PQR).
- 6) Audited Balance sheets for last three years (As per PQR)
- 7) PF & ESI registration certificate certificate
- 8) An attested copy of the Power of Attorney in case the tender is signed by an individual other than the Proprietor.
- 9) Details of Key Personnel
- 10) Any other documents mentioned in NIT

PART-II (PRICE BID) COVER – II:

Part 2 'Price bid' shall comprise of Price Bid Format (Annexure-I), duly filled, as per the instructions in NIT. Rate / Price schedule only shall be given in this part-II "Price Bid" envelope.

Offers without the above documents are liable to be rejected as "Techno Commercially Non Complying Offers.

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONIC DIVISION,
BANGALORE**

GENERAL CONDITIONS OF CONTRACT

BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONIC DIVISION, BANGALORE
Conditions of contract for site establishment

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL INSTRUCTION AND CONDITIONS

- 1.1 Tenderers are requested to go through the scope of services and get fully acquainted with the scope of services required for the said work premises and get their doubts clarified regarding the above job before submitting the tender.
- 1.2 All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 1.3 Tenderers must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The tenderer will have to deploy trained and efficient work force for the above job. In this connection, the tenderer has to maintain a register for their record etc. and made available to BHEL/Statutory authorities as & when needed.
- 1.4 The tenderer shall confirm that he shall abide by and is willing to execute the services mentioned in NIT strictly in accordance with the terms and conditions of this tender and the BHEL in turn also agrees to engage the tenderer accordingly with effect from the date of award by entering into an Agreement.
- 1.5 BHEL will have nothing to do or be concerned with the employment of employees working for the tenderer. All laws governing the employment of manpower shall be adhered by the tenderer and BHEL shall be only a service receiver from the tenderer. The relationship between the tenderer and BHEL will be that of independent entities and nothing herein contained will amount to joint venture, partnership or employee-employer relationship.
- 1.6 The tenderer or/and his representative should be available in the office premises to closely monitor the services under the job contract, sort out issues arising in execution of the contract and to ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- 1.7 The tenderer shall be fully responsible for the timely payment of consolidated wages, VDA, Misc. additional Allowances, Bonus, PF, ESI or any other benefits as applicable and payable under the labour laws and acts. The tenderer shall be liable for full knowledge of labour laws and acts and any implication arising out of ignorance, willfull default or otherwise to any act/ law shall be borne by the tenderer. Laws and regulations to the workforce engaged by him at the work premises of the BHEL. Tenderer 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 BHEL shall not be responsible for these payments or any other liability on this account. The tenderer shall also indemnify and compensate the BHEL for any liability incurred by the BHEL, if any, including costs incurred thereon. In that event the BHEL shall be entitled to recover the amount so paid, from the tenderer, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the BHEL's claim, it shall be lawful for the BHEL to recover the balance amount as a debt from the tenderer.

BHARAT HEAVY ELECTRICALS LIMITED

ELECTRONIC DIVISION, BANGALORE

Conditions of contract for site establishment

2.0 EARNEST MONEY DEPOSIT

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

A. Mode of EMD deposit:

EMD can be submitted in any one of the following modes:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in this document.
- iii) Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at New Delhi (Along with offer)
- iv) 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 at least six months.
- v) No other form of EMD remittance shall be acceptable to BHEL

B. Forfeiture of EMD

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

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

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

D. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

E. EMD shall not carry any interest.

F. EMD of successful bidder shall be retained as part of Security Deposit.

3.0 SECURITY DEPOSIT:

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

- A. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **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.**

BHARAT HEAVY ELECTRICALS LIMITED

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Conditions of contract for site establishment

B. Mode of Security deposit:

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

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:

- 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 for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract.
- iv) 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 and duly discharged on the back.
- v) Securities available from Indian 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 endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).

(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)

C. Submission of Security Deposit:

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- ii) 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 it shall be recovered from payment/s due to the Contractor.
- iii) 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, at the discretion of BHEL.

- D.** The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

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Conditions of contract for site establishment

- E. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.
- F. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

G. Conditions for acceptance of bank guarantees

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank of India	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

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Conditions of contract for site establishment

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.

H. RETURN OF SECURITY DEPOSIT:

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

4.0 VARIATION

The quantities indicated in "Bill of Quantity & Price schedule" attached with the tender are indicative only and individual quantity may vary up to any extent. Unit price will be firm and no price escalation/ ORC is payable throughout the execution / extended period of the contract.

The total contract value is subject to variations depending upon the actual requirement. However, total executed value should not exceed beyond 30% of total contract value. Further, there shall be no compensation for any reduction in the overall contract price.

5.0 VALIDITY OF OFFER:

The offer shall be kept open for acceptance for a minimum period of four 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 tenderer.

BHARAT HEAVY ELECTRICALS LIMITED

ELECTRONIC DIVISION, BANGALORE

Conditions of contract for site establishment

6.0 PERIOD OF CONTRACT:

The contract shall be valid for 9 months, effective from the date of issue of LOI/WO. However, BHEL may renew the contract for a further six months/ or part thereof with mutual consent. BHEL shall reserve the right and option to effect premature termination of this rate contract at any point of time, if felt necessary without any financial implication on BHEL. No compensation/ extra payment will be made to tenderer for pre mature termination.

7.0 COMMENCEMENT OF WORK

The contractor shall commence the work within one week of issue of Letter of Intent/work order or from the date specified in the LOI/W.O as applicable and shall proceed with the same with due expedition without delay. All the work shall be carried out under the direction and to the satisfaction of BHEL.

If the contractor fails to start the work within stipulated time as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

8.0 LIQUIDATED DAMAGES (LD) & OTHER PENALTIES

8.1. If the tenderer fails to provide services within the initial mobilization period (07 days) fixed in the tender or indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion:-

(i) Recover from the tenderer, liquidated damages and not by way of penalty, a sum of ½ % (half percentage) of monthly value of the original contract per week or part thereof of delay in deputation, subject to a maximum of 4 weeks. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond four weeks.

8.2. An amount of Rs.200/- per day per workforce shall be recovered/ deducted per day as penalty in the event of any delay in making the payment of any wages or dues to the contractual worker by the tenderer i.e. after 07th of subsequent month.

8.3. If the manpower deployed by the tenderer fails to carry out the activities mentioned in the contract, on any day during the contract period, a penalty of Rs.200/- per case/ activity/ service will be deducted from the bill of contractor.

8.4. The total of these recoveries under above clauses (8.1 to 8.3) shall be limited to maximum 10% of the original contract value. Once the maximum limit of delay is reached (i.e. 20 week of delay) BHEL may consider termination of the contract and forfeiture of the Security deposit.

8.5. In the event of any dispute regarding imposition of LD between BHEL and the tenderer the decision of BHEL shall be final and binding.

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9.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights without entitling the Vendor for any compensation

- 9.1. To get the work done through another agency at the risk and cost of the Vendor, in the event of poor quality of service, persistent disregards of instructions of BHEL, assignment, transfer, subletting of the contracted service without written permission of BHEL, non fulfilment of any contractual obligations etc. and to claim/recover compensation for such losses from the vendor from Security Deposit/other dues.
- 9.2. To withdraw any portion of service and/or to restrict/alter quantum of service as indicated in the contract during the tenure of the contract and get it done through other agency to suit BHEL/ its customer requirement or due to other emergent reasons/BHEL's obligations to its customer.
- 9.3. To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work/service done through other agencies in addition to liquidated damages/penalty in the events of
 - a) Continued poor performance of the vendor/ assigned workforce.
 - b) Withdrawal of workforce from the site without BHEL permission
 - c) Corrupt or illegal or unlawful act of the vendor/ assigned workforce.
 - d) Persistent disregard of the instructions of BHEL.
 - e) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - f) Fails to complete/ provide work/ workforce as per BHEL requirement.
 - g) Non-payment to workforce for three consecutive months.
 - h) Non-fulfilment of any statutory compliance/ contractual obligations.
- 9.4. To recover any moneys due from the Vendor, from any moneys due to the vendor under this or any other contract or from the Security Deposit.
- 9.5. To recover additional cost incurred in execution of work/service along with BHEL overhead (i.e. @ 5% of executed value of such work/service) in case BHEL has decided to execute the work/service at risk & cost of the vendor. The work/service can be executed either directly by BHEL or through another agencies. This shall be over and above the Liquidated damages/penalties as per relevant clause.
- 9.6. To terminate the Contract or to restrict the quantum of work and pay only for the portion or work done in case BHEL's contract with its customer is terminated/ altered/ deferred/ disputed/ frustrated for any reasons.

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- 9.7. To effect recoveries from any amounts due to the vendor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to vendor's failure to fulfil any of his obligations.
- 9.8. No idle charges will be payable by BHEL in any case.

10.0 CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the vendor's risk and cost provided that in the event of the cost of completion (as certified by the BHEL's Engineer which shall be final and binding on the vendor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Vendor under the Contract, the Vendor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the vendor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

11.0 SECRECY/ CONFIDENTIALITY

The service/ work executed by the vendor shall be the property of BHEL & shall not be passed on / leaked to any person or agency out-side BHEL, EDN division. This shall be the responsibility of the vendor & his representatives. Non-compliance of this condition shall lead to prosecution under the law of the land.

12.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Bangalore having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

13.0 ARBITRATION :

- (i) Except where otherwise provided for in the contract all questions & disputes relating to the meaning of the specification designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders of these conditions or otherwise concerning the works, of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Head EDN, BHEL, Bangalore and if the Head EDN Bangalore is unable or unwilling to act, to the sole arbitration of some other person appointed by the Head Bangalore willing to act as such arbitrator.

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A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

There will be no objection if the arbitrator so appointed is an employee of BHEL and he had to deal with the matters to which the contract relates, in the course of his duties. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such as Head Bangalore as aforesaid at the time of such transfer vacation of office or inability to act shall appoint (see note) another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Head Bangalore as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all, in all cases where the amount of the claim dispute is Rs. 50,000/- (Rupees fifty thousand) and above the arbitrator shall give reasons for the award.

The provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each dispute.

The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The Venue of arbitration shall be at Bangalore.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract, subject to the provisions of the Arbitration and Conciliation Act, 1996.

Laws governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force.

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NOTE:-The Authority appointing the arbitrator should not be lower in rank than the Authority accepting the Agreement.

- (ii) In case of Contract with Public Sector Enterprise (PSE) or a Government Department through Permanent Machinery of Arbitrators (PMA) in the department of Public Enterprises, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

- (iii) The cost of arbitration shall be equally by the parties.
- (iv) Neither party shall be entitled for any pre-reference or pendent-lite interest on its claims and any claim for such interest made by any party shall be void.

14.0 FACILITIES PROVIDED TO MSEs

- (i) Following facilities shall be provided to MSEs
- a) Exemption from submission of EMD
- (ii) "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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SPECIAL CONDITIONS OF CONTRACT

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SCOPE & SPECIAL CONDITIONS OF CONTRACT

1. The contractor will have to take all measures for providing services at the premises of BHEL project site which is an open area of about of about 25 acres as directed by site administration round the clock as above including all property within its premises for which personnel engaged on duty will have to remain extremely vigilant and alert. In case of loss of any item by theft or pilferage, contractor would have to take necessary action and comply with the formalities required under the Law and lodge FIR with the Police. The personnel of the contractor performing duty shall be responsible for safe guarding items entrusted to them. The contractor has to provide the guard with adequate facilities for performing the duty as per site condition. No lighting will be available for night time. Agency has to make his own arrangements as appropriate. No security cabin or post is available
2. The contractor shall contact local police/administration, if required.
3. The contractor's employees engaged on duty shall be responsible for searching the person and their belongings/materials on a random basis as well as in suspicious cases both during entry and exit and inform the designated Officer in case the person is found to be unauthorized carrying any property of the Company.
4. The contractor shall man all entry points, regulate and check the flow of men/ material and ensure that every entry/exit is as per the valid documents and a record of the same be maintained regularly.
5. Contractor's employees on duty shall take all preventive measures to avoid fire or accident taking place. However, in case of such an eventuality, suitable action to be taken immediately for firefighting and informing the designated officer of BHEL immediately.
6. Contractor's employees on duty shall patrol and check movement of man and materials during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and disorderliness etc. take place in the area.
7. Contractor's employees on duty shall keep a record of entry and exit of all visitors and vehicle and carry out search of both while entry and exit.
8. Contractor shall maintain liaison with Police/Fire/Civil Authorities and Red Cross Authorities if applicable.
9. Contractor's employees on duty shall maintain proper records/documents as per requirement of the company in connection with above services. Such records/ documents would be in the entry/exit register of men and material, records of intimations given to designated officers with regard to aforesaid incidents.

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10. Contractor's employees on duty shall ensure that lights/fans are not in use beyond office hours and are switched off and water taps are turned off.
11. Contractor's employees on duty shall watch habitual offenders and mischief makers and inform the designated officer of BHEL if anything unusual is noticed.
12. Contractor's employees on duty shall provide protection in case of assault/ apprehension of assault to any employee of BHEL.
13. Contractor's employees on duty shall seize goods suspected to be stolen and hand them over the designated officer of BHEL without delay.
14. Contractor's employees on duty shall bring to the notice of designated officer of BHEL any untoward occurrence/incidents in the Company premises.
15. It will be open to BHEL to ask for replacement of any or all of contractor's employees if he/they will not fully meet BHEL's contract requirement. Alternatively, the contractor may withdraw their employees for administrative reasons but they should be suitably replaced. If the employee(s) on duty are in disciplined or sleeping during duty hours he/they will be suspended/replaced by the contractor immediately.
16. The contractor should issue appointment letters to their employees and furnish a certificate indicating that the employees deployed by them are their employee and not drafted from other agencies on deputation or attachment. Certificate should be sent along with their appointment letters before deployment of their employees at BHEL project site.
17. The contractor will obtain a license before deploying their employees at BHEL site as required under the local rules as applicable framed thereof and furnish photo copy of the said license to BHEL project office.
18. The contractor will also comply with all other statutory provisions as applicable, including any applicable Act and relevant rules framed there under.
19. The contractor shall pay wages to his workmen at the rates as applicable to security services under the minimum wages Act applicable for Himachal Pradesh state for unskilled (security guard) and highly skilled (supervisor) categories. Worker is also eligible for other allowances such as attendance bonus, travelling allowance, washing allowance etc. and the contractor shall be responsible for payment of the same. The contractor shall disburse the wages in the presence of the company's representatives and obtain their signature in the payment register on or before 7th of every month, if it falls on Sunday payment shall be made on previous day.

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20. The rates of wages should be quoted lump sum inclusive of ESI, PF, gratuity, bonus, allowances etc. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above & the details of amounts remitted towards their PF & ESI for each month to be enclosed.
21. The contractor shall apply & obtain license under the contract labour (R & A) Act 1970 and comply with the relevant provisions of this act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the principal employer.
22. The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1948, and other statutory law relating thereto and made there under from time to time.
23. The contractor shall comply with the provisions of the, the payment of the wages Act 1936, Factories Act, Minimum wages Act 1948, Employment of children Act 1938, Employers liability Act 1938, Industrial Disputes Act 1947, & other Acts Central or States, that may be applicable to him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.
24. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees provident fund schemes and Employees state insurance Act 1948 & show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees & obtain individual insurance and PF number & shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract laborers engaged by him if applicable.
25. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challan of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in BHEL by him for this work for the relevant period before any payment is released by BHEL if applicable.

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26. The Contractor shall comply with the provision of Employees Provident Fund and miscellaneous Provisions Act 1952 and rules, regulations and other orders issued their under. He as an employer shall be liable to pay employer's contribution/ deductions towards PF under the PF act in respect of all labour employed by him for the execution of the contract in accordance with the provision of the Employees' provident funds and miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of contribution made by him to the challan receipt of monthly remittance of the commissioner.
27. The BHEL General Conditions of contract shall also apply to this work except to the extent modified in these conditions. The contractor shall request for and scrutinize the GCC available in BHEL EDN and acquaint himself with provisions thereof to the satisfaction.
28. This arrangement is purely on temporary license basis & it is subject to the extension/ renewal solely at the option & discretion of the management of BHEL.
29. In case, while on duty and during the course of engagement in work premises of the BHEL under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the tenderer 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 tenderer shall also be liable for meeting with statutory liabilities like ESI, PF etc. in respect to his workers.
30. In case of a fatal or disabling injury/accident to any person at working sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the tenderer as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the tenderer & recover the same from payments due to the tenderer for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the tenderer to present his case.
31. The contractor shall have to train all the manpower engaged by him in operating all firefighting equipment located in the office complex.
32. The contractor shall be responsible for resolving all disputes between their employees and themselves and shall ensure proper performance of duty by their manpower.
33. The contractor shall take appropriate Insurance coverage for the requisite amount (at least of Rs.2 lakhs) in respect of manpower and Supervisor, as applicable. Insurance Cover shall be obtained by the contractor at his own cost within a fortnight from the commencement of the contract and copy of Insurance cover shall be sent to the BHEL project site immediately.

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34. The age of the manpower deployed by the contractor shall not exceed 55 years. After attaining age of 55 years such individual shall stand withdrawn by the contractor. They should be physically and mentally fit and do not have any criminal record. They should be free from any physical deformity and of sound health and should produce medical certificates to ensure their fitness to perform the above services. Their vision should be 6/6 with or without glasses and should not be colour blind.
35. The contractor shall provide each employee with employment/identity card with photograph duly verified and attested by the contractor to his employees. The contractor should indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of Card.
36. The 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.
37. The contractor should ensure that his staff are always dressed in clean and tidy uniforms while on duty for the said services. The contractor shall have to provide two sets of uniform including shoes at least once in two years to their manpower at their own cost.
38. The contractor will be fully responsible for any dispute and other issues connected with his employee. In the event of the contractor's employee resorting to strike, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the contractor's running bill/(s).
39. Contractor has to make own arrangement at their cost for completing the formalities, if required, with the Customs/ Statutory authorities in India for bringing your materials, plants and machinery at site.
40. The contractor shall himself obtain all necessary information on local conditions and factors, which may influence or affect his offer. It must be understood and agreed that such factors have been investigated and considered while submitting the offer. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by BHEL-EDN, which are based on the lack of such clear information or its effect on the cost of the works to the contractor.
41. In order to ensure that the manpower are able to discharge their duties, the contractor shall provide them with all necessary facilities in the form of Registers, Stationery, torches, Umbrellas, Raincoats, Batons, Lathies, uniform, shoes, socks and other uniform items etc. at their own cost. Armed guards shall carry licensed gun provided by the contractor. Copy of licenses shall be submitted to BHEL.

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42. The contractor will maintain proper record and register which are required to be maintained by them in accordance with the Statutory Provision of various acts and rules framed there-under. These records and registers may be checked by BHEL periodically.

SCOPE OF WORK

Providing and maintaining site office set up items/materials as required by BHEL for setting up site office proposed at 5.04 MW Solar Photovoltaic Power Plant at Berra-Dol Tehsil Shri Naina Devi Ji District Bilaspur, Himachal Pradesh. The contractor will maintain these facilities till the contract period completion.

1. Contractor has to do supply, erection and commissioning of the chemical toilet (10 users) with septic tank as per requirement of BHEL. Arrangement of cleaning of chemical toilet will be made by contractor on daily basis.
2. Contractor has to supply one latest version desktop/laptop with antivirus valid upto contract period. Maintenance during contract period will be in contractor scope.
3. Contractor has to supply printer cum scanner. The scope of supply of cartridge is in contractor scope. Maintenance during contract period will be in contractor scope.
4. Contractor has to provide internet connection with router with available reliable tele Communication Company.
5. The cabling from nearest point of electricity to the container/porta cabin will be carried out by the contractor using appropriate cable size for the load with an ISI reputed make electric meter and electric panel board mounted on stand with canopy containing suitably rated MCCB, ELCB, MCBs and Fuses and fittings as required.
6. PVC Water storage tank and plumbing materials should of reputed company- Sintex and good quality Plumbing line by ay ISI PVC pipe manufacturer. Motor for pumping the water from a sump to be considered including construction of a sump of suitable capacity for long term storage.
7. Contractor has to make suitable pantry arrangement for preparation of light refreshment /snacks/tea etc.
8. Covered shed should be water tight since electrical items will be stored in that shed.
9. Contractor has to supply water bottle as per requirement & instruction of BHEL site incharge.

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10. Contractor shall be responsible for the filing of FIR with local police in case of theft/loss of any item at PV plant. Contractor shall furnish FIR to BHEL for insurance claim. Insurance claim shall be lodged by BHEL.
11. Providing loading, unloading services including stacking of BHEL supply materials like modules, cables, structures etc. at identified locations and as per instructions of site I/C. Machinery to be deployed is Hydra (14 MT) or other suitable machinery like fork lift or any other tools and tackles as per the requirement at site. Diesel and labour to be arranged by contractor and charges to be included in the quote. Contractor to provide one crane operator (having license issue from transport department) and four labour (minimum) for the work and they should be present at the site 24x7 i.e. Machinery & labour should be available for deployment at site at all times. The total time of operation of machinery will be 8 hours per day. One day per month will be granted as holiday for servicing of machinery. If the machinery breaks down during operation, contractor to arrange for replacement within 24 hours. Similarly if any of the labour absents himself, contractor to provide replacement within 24 hours. The contractor will maintain these facilities till the contract/extended period completion. Machinery and labour insurance, boarding & lodging of labour including food & water arrangements fall under the scope of Contractor.
Safety of work men or agent is contractor's responsibility, risk and necessary insurance and safety cover shall be taken care by vendor.

MANPOWER

Description of Job:

i) Cook

Sl. No.	Responsibilities	Avg. Work Load in a day
1.	Running of kitchen	Average for 5 person, daily
2.	Assistance in purchasing kirana, vegetables etc.	10 days in a month
3.	Preparation of Morning tea	Average 5 persons daily
4.	Preparation of Breakfast, Lunch & Dinner	Average 2-4 person, Daily
5.	Upkeep of kitchen area	Average 3-4 rooms daily
6.	Any other work assigned time to time	As per actual requirement

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ii) Peon/ Office Boy

Sl. No.	Responsibilities	Avg. Work Load in a day
1.	Housekeeping and upkeep of Office	Daily
2.	Serve refreshment to customer and staff	5 to 10 daily
3.	Bring and serve Lunch to BHEL Staff	2 to 5 persons
4.	Distribute Dak to customer /Contractors in their respective offices.	3 to 5 daily
5.	Upkeep of documents, drawings & other records etc.	10 to 20 no. daily
6.	To take papers for Fax and Couriers	5 to 10 daily
7.	To go and call persons from site/contractors office	3 to 4 times daily
8.	To serve drinking water to BHEL site officials and visitors	Daily
9.	To ensure security of the office in the absence of the other BHEL Staff	As per actual requirement
10	Photo copying of documents at photo state centres/ Site office	Daily
11	Switching on/off DG set as required	As per requirement
12	Carry out any other task that may come up any time	Daily as per requirement

Note: For peon/office attendant the timings shall be from 9.00 AM to 7.00 PM on all working days.

iii) Security Guard/Watchman

Sl. No.	Responsibilities	Avg. Work Load in a day (in shift of 12 hours per day)
1	To guard BHEL supplied machine and material	Day shift (0800 Hr to 2000 Hr) Night shift (2000 Hr to 0800 Hr)
2	To check entry of stray animals in BHEL occupied area at site	Day shift (0800 Hr to 2000 Hr) Night shift (2000 Hr to 0800 Hr)
3	To keep vigil on activities going at site and report to BHEL site in charge any untoward incident	Day shift (0800 Hr to 2000 Hr) Night shift (2000 Hr to 0800 Hr)

The current requirement is for 2 security guards each for day and night shifts for complete contract/extended period. Total deployment of 36 man months (2+2) x9 is expected. However, the figures are indicative only. The contract to be awarded is for a period of 09 months and subsequent extensions, if any, is subject to requirement at site and satisfactory performance of the agency deployed.

Contractor shall provide POLICE CLEARANCE for the security personnel engaged for site.

Contractor shall provide torch and staff for his Security personnel.

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Note: Contractors will have to make arrangement to substitute manpower while working staff goes on leave for which no extra payment will be made by BHEL.

PERFORMANCE & PENALTY

The monthly payment becomes payable only if the performance of services has been found satisfactorily as certified by concerned BHEL site official.

The successful tenderer will be responsible for the quality of the job/ services and will immediately rectify the deficiency pointed out in the job performed.

The penalty will be imposed if the performance achieved by the tenderer is below expected standards. The decision of BHEL work in -charge on the question of penalty will be final and binding.

The vendor shall maintain the daily roster of workers entering in to the premises and should be in position to produce the same as and when required.

The tenderer shall ensure proper conduct and behaviour of the workforce engaged by him in the work premises of the BHEL 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 BHEL in any place.

Continuation of the contract shall be based on the performance of the Tenderer. The following parameters shall inter-alia be considered while evaluating the performance:

Timely rendering of services; Quality of works/services; Compliance with statutory requirements; and Safety consciousness, any other factor as considered appropriate by BHEL

CERTIFICATE OF INDEMNITY

In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful tenderer. The workforce deployed by the tenderer will have no right or claim for the permanent absorption in BHEL. In this connection, the tenderer have to submit an affidavit duly signed by all the workforce deployed at BHEL on a stamp paper of ₹100/- duly notarized.

CHARACTER VERIFICATION AND ANTECEDENCE:

The tenderer 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 vendor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Work-in-Charge.

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TERMS OF PAYMENT

Following documents to be provided along with invoice for release of payment

- (i) The tenderer shall submit monthly bills to respective site in-charge with the following documents for verification, payment and for onward submission to headquarter :
- (ii) Proof of deposition of statutory dues/ contributions like EPF/ESI etc.(with a list of names of individuals/ personnel employed by the vendor and amounts deposited in their accounts)
- (iii) Proof of payment of wages and dues to his personnel for the work completed during the previous month along with attendance sheet
- (iv) Performance document & certificate regarding the submission of PF, ESI and all statutory due related to the employees.
- (v) Copy of the workman & third party Insurance of the employees (one time submission & subsequent renewal).
- (vi) Payment will be made within 30 days of submission of bills to site in-charge subject to all deductions & adjustments by BHEL as elsewhere provided in these terms and conditions of contract.
- (vii) No theft/loss certificate from BHEL Site Incharge. In case of theft/loss, FIR copy from jurisdiction police station.
- (viii) All applicable taxes shall be deducted at source at the time of payment to the tenderer in accordance with the provisions of relevant Acts as applicable.

For BOQ item no. 1, 2, 3, 4, 5, 7, 12, 13, 14, 15, 16

- (i) 80% of the contract item price on the monthly progressive bills on prorata basis after completion of work (as per scope of work) and as certified by site in charge.
- (ii) Last 20% of the contract item price after material reconciliation and work/project is handed over to the BHEL.

For BOQ item no. 6, 8, 9, 10, 11

100% of the contract item price on the monthly progressive bills on pro rata basis against submission of invoice and on certification of engineer in-charge of BHEL.

BHARAT HEAVY ELECTRICALS LIMITED
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Special Conditions of contract for site establishment

TAXES & DUTIES:

1. All taxes (except GST) , duties , charges , royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor .Quoted price of the same shall be inclusive of all such requirements.
2. Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill if required shall be arranged by the contractor.
3. The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located and any other documents as per GST Act which may be required from time to time by BHEL. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
4. Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions :-
 - (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules after payment of CGST/ SGST as applicable.
 - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number. (State-wise GSTIN of BHEL nodal units is attached)
 - (iii) Receipt of Services by BHEL.
 - (iv) The Contractor has filed the GST Returns in the GSTN Network within prescribed timelines, and the same is available in the online list of credit available to BHEL EDN in the Goods & Service Tax Network (GSTN).

Note: In lieu of Sl. No. 4 (iv), alternatively BG of appropriate value may be submitted by the contractor which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal.

5. If the GST Credit is denied/delayed to BHEL due to non/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
6. If the GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per the GST law shall be recoverable from the Contractor along with any interest levied/leviable on BHEL from the dues payable to the Contractor.
7. GST liability arising on BHEL under reverse charge mechanism, if applicable, before the actual receipt of services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of

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Special Conditions of contract for site establishment

eligibility of ITC based on receipt of services, receipt of invoices and other conditions as specified in GST law.

8. Statutory variation, if any, on account of GST within the Contractual time Period will be payable by BHEL at actuals on submission of documentary evidence. Statutory variation in GST rates for the work beyond Contractual Time Period will not be paid by BHEL. However, downward revision in GST rates needs to be duly passed on to BHEL.
9. TDS under Income Tax Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
10. TDS under GST Act, if applicable shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
11. Bidder should submit the Anti-Profiteering certificate under Sec 171 of GST Act stating that “the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices”.
12. New Taxes & duties:

If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute. However, the new taxes shall be admissible only if the same is levied within the contractual time period. The same shall be admissible for the work done only up to the contractual time period.

BOQ for Establishment of Site office at 5.04 MW Solar Photovoltaic Power Plant at Berra-Dol Tehsil Shri Naina Devi Ji District Bilaspur, Himachal Pradesh

	Description	Unit	Quantity	Rate	Amount
1	Supply and installation of Chemical toilet with Septic tank	No.	1		
2	Supply and installation of Sintex water tank (1000 Liters), including wash basin, plumbing, motor, necessary fittings etc.	No.	1		
3	Supply and installation of Latest version of Desktop Computer/Laptop with licensed version of antivirus valid (Brand- Dell, Lenovo, HP or equivalent)	No.	1		
4	Supply and installation of Printer with scanner & Xerox (Brand- HP laser jet or equivalent)	No.	1		
5	Providing of cartridge as & when required	No.	5		
6	Monthly rental of internet charges as per requirement of BHEL (Supply and installation of internet connection with router will be included in the scope)	Per Month	9		
7	Supply of Pantry, crockery set, Hot plate or equivalent to serve 10 people.	Set	1		
8	Packaged drinking water in 20L bottles, - will be Local arrangement (2 bottle/day)	No.	450		
9	Office boy -1 No.	Man months	9		
10	Cook- 1 No.	Man months	9		
11	Providing Unarmed Security Guards: 24x 7, in two shifts (each shift of 12hrs) a) 2 security personnel in day shift and 2 Security personnel in night shift for entire contract/extended period Including Uniform, Torch, Stick and other associated items etc.	Man months	36		
12	Providing loading, unloading & stacking of modules, structures, cable drums, transformers, other electrical equipments etc as per instruction of BHEL Engineer in charge by Hydra (14MT) and other suitable machineries required, inclusive of deployment of Hydra & other suitable machineries, diesel, oil, operator, maintenance cost etc. Also includes labour required for unloading. 24 hours availability of crane, operator & helpers at site. 12 hours of operation/day of machinery. Labour required for loading/unloading- 4 persons or as per requirement of work.	Per month	9		

13	Temporary fencing 2 meters above ground for an area of 5000 SQM with locally available wooden poles and barbed wire with a gate of 5 meter width. To be dismantled & removed after completion of project. To be dismantled after completion of project	Lumpsum	1		
14	Covered store shed of 500sqm with 3.5height with locally available Tin sheds/ sheets of adequate thickness & iron poles, Angles etc. with gate of 5 meter width for movement of vehicles to download/ upload of the material. Proper lightening will be made in covered store. To be dismantled after completion of project.	Lumpsum	1		
15	Unloading and placement of 2 nos. porta cabin on pedestals	Lumpsum	1		
16	Supply & installation of power distribution board with fuse and switches	Lumpsum	1		
	Total (excluding GST)				

Annexure-A

FORMAT OF NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head along with Part-1 Bid)

REF:

Dated.....

**BHARAT HEAVY ELECTRICALS LIMITED,
ELECTRONICS DIVISION
P.B. NO.2606, MYSORE ROAD,
BANGALORE-560 026**

Sub.: Tender for “ESTABLISHMENT OF SITE OFFICE AT 5.04 MW SOLAR PHOTOVOLTIC POWER PLANT AT BERRA-DOL TEHSIL SHTI NAINA DEVI JI DISTRICT BILASPUR, HIMACHAL PRADESH”

TENDER REF. NO. EDN: PVSS: HPCL: 5MW: SITE ESTT: TENDER: 17-18 Date: 03.11.2017

With reference to above, this is to confirm that as per tender conditions, we hereby undertake and confirm that we have understood the scope of services properly before submission of our offer, visited the site and noted the job content.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Signature

With name, Designation & seal of the firm

ANNEXURE-B

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

REF:

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,
ELECTRONICS DIVISION
P.B. NO.2606, MYSORE ROAD,
BANGALORE-560 026**

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.

2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

Annexure-C

ELECTRONIC FUNDS TRANSFER (EFT) OR
PAYLINK DIRECT CREDIT

FORM Please Fill Up the form in CAPITAL LETTERS only:

TYPE OF REQUEST (Tick one): CREATE _____ CHANGE: _____

BHEL Vendor/Supplier Code:

Company Name:

Permanent account Number(PAN):

Address:

City: _____

STATE

--

PINCODE

--

Contact Person(s)

Telephone No:

Fax No:

E-Mail-Id:

Sl.No.		
01	Bank Name:	
02	Bank Address:	
03	Bank Telephone No:	
04	Bank Account no	
05	Account Type: Saving/Cash Credit	
6	9 Digit Code Number of Bank and branch Appearing on MICR cheque issued by Bank	
07	Bank Swift Code (applicable for EFT only)	
08	Bank IFSC Code(applicable for RTGS)	
09	Bank IFSC Code (applicable for NEFT)	

I here certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL,EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/Transferring Bank responsible. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation. I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:

Designation:

Code

Company seal

Telephone No. with STD

BANK CERTIFICATE

We certify that has an Account No with us and we confirm that the bank details given above are correct as per our records.

Date:

Place: (.....)

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to: Bharat Heavy Electricals Ltd.,

Attn:

Electronics Division, Mysore Road, BANGALORE -560026