



INVITATION TO TENDER

Ref: OPS/OS/AMC/2017-18/36/049

Date: 08.08.2017

Sub: AMC for Electrical Maintenance in Township, ADM, Public Buildings & area development sites of BHEL-HPVP, Visakhapatnam.

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 ₹	EMD ₹	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	AMC for Electrical Maintenance in Township, ADM, Public Buildings & area development sites of BHEL-HPVP, Visakhapatnam.	14.23 Lakhs	28,470/-	One Year	23.08.2017 up to 14.00 Hrs.

1.0 ELIGIBILITY CRITERIA:

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2017 should be at least 30% of the estimated value. (i.e. ₹ 4.27 Lakhs) In case annual turnover for FY 2016-17 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31st March 2016 shall be considered.

Tenderer should enclose EPF, ESI, PAN, GSTIN New registration no., Income tax returns for last three years (FY 2013-14, 2014-15 & 2015-16/2016-17) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 30th July 2017 as given below:
- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 5.69 Lakhs each)
- OR
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. ₹ 7.12 Lakhs each)
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. ₹ 11.38 Lakhs)

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

Note: Similar work means Electrical Maintenance works on regular contract basis for State / Central Govt. or Undertakings or Private firms.

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- IV) **The contractor should possess valid 11KV or more electrical license issued by competent authority.**

2.0 SCOPE OF THE WORK:

Work is to be carried out as per Special conditions of contract (Annexure-I) and Schedule of Items & Bill of Quantities (Annexure-VIII)

3.0 LOCATION OF WORK:

3.1 The subject job is to be carried out at Township, ADM, Public Buildings & area development sites 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:

I. The tenderer shall submit EMD for ₹ 28,470/- (Rupees Twenty Eight Thousand Four Hundred Seventy only) in the following forms only:

- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
- b) Electronic Fund Transfer credited in BHEL account (before tender opening).
- c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer)

II. EMD by the tenderer will be forfeited as per NIT conditions, if:

- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) 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 provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

IV. EMD shall not carry any interest.

V. EMD of successful tenderer will be retained as part of Security Deposit.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 22 Annexure – I.

5.0 CONTRACT PERIOD:

Contract shall be valid for a period of one year from the date of work order or intimation from WE-EM dept., whichever is later.

6.0 SECURITY DEPOSIT:

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

7.0 INCOME TAX:

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

8.0 PAYMENT TERMS:

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.

Note: All payments will be released through RTGS / NEFT only (format enclosed in Annexure-B).

9.0 PRICE SCHEDULE, TAXES & DUTIES:

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on due date of tender submission except GST. However, GST as applicable shall be payable by contractor and same shall be reimbursed by BHEL on submission of proof of payment along with the bill as per annexure - GST.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Law.
- g. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- h. Tenderer should quote the **rates in figures as well as in words**. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.
- i. All rates shall be quoted in the tender format only.

10.0 REVERSE AUCTION:

“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 have 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).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders shall submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".

General terms & conditions governing RA are mentioned in the special conditions at Annexure-IV.

11.0 VALIDITY OF OFFER:

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

12.0 RISK PURCHASE:

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

13.0 GENERAL:

13.1 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.

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

13.3 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.

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.

13.4 Manager (Electrical Maintenance) shall be the Engineer-in-charge for herein after referred to as such in the tender.

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

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

PART - I: TECHNO COMMERCIAL BID

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

PART - II: PRICE BID

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|---|-------------------|
| h) Price Bid (Schedule of items and Bill of Quantities) | : Annexure – VIII |
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14.0 TENDER SUBMISSION:**14.1 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 ₹ 28,470/-.
- (ii) Income tax returns for last 3 year, Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years
- (iii) Copy of P.F. Registration Certificate.
- (iv) Copy of E.S.I Registration Certificate.
- (v) Experience Certificates in line with eligibility criteria
- (vi) Copy of GSTIN Registration Certificate.
- (vii) Copy of PAN.
- (viii) 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 super scribing the **Tender No. & Subject** on the envelope.

15.2 The tender completed in all respects shall be dropped in the Outsourcing tender box kept at reception counter, ADM building latest by 14.00 Hrs. on 23.08.2017.

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

Last date for receipt of tenders is **23.08.2017 up to 14.00 hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

15.3 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.

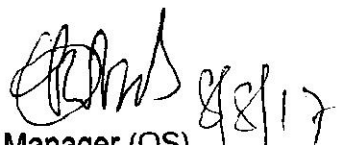
15.0 OPENING OF TENDERS:

Techno-commercial Bids will be opened on **23.08.2017 at 14.00 Hrs.** at Customer Cell, Adm. 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 / Relevant MSME Registration Certificate / NSIC Registration Certificate 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)

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-Incharge. If required, work is to be carried out 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 pliers, 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. **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, whichever is later.
 - c. Income Tax shall be deducted as per the statutory rules from time to time.
 - d. GST, if applicable, will be reimbursed on submission of documentary evidence of payment.
11. In respect of material supplied by BHEL, 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 bill/s at the rates fixed by the department.
12. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam.
13. Income Tax will be deducted as per the statutory rules from time to time.

SPECIAL CONDITIONS OF CONTRACT

:: 2 ::

14. 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. 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:**

A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.

B. The total amount of the 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.

C. **Modes of Deposit:**

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

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

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) 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).

D. **Collection of Security deposit:**

- i. At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

E. Security Deposit / Bank Guarantee will be released after the maintenance period of **2 months** or on closure of contract whichever is later.

F. The security deposit shall not carry any interest.

16. **Towards Statutory Liability (if applicable):**

- a) All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, payment of Gratuity Act- 1972, ESI Act-1948, The Contract Labour (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with latest version by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.

SPECIAL CONDITIONS OF CONTRACT

:: 3 ::

- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
 - d) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
 - e) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
 - f) Contractor shall be solely responsible for non-payment/ delayed payment of wages /DA, contributions under EPF, ESI Act etc.
 - g) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
 - h) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
 - i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
 - j) Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
 - k) Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
 - l) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
 - m) Over and above the daily wage rate, payment shall be made for leave with wages.
 - n) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
 - o) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
17. Once the contract is awarded, it is the responsibility of contractor to pay wages due to intermediate minimum wages revision by Govt. and BHEL is not responsible to pay any additional amount due to such minimum wage revision by Govt.
18. Tenderer have to pay Service Tax as per the latest prevailing statutory rules from time to time. Paid Service Tax amount will be reimbursed on submission of documentary proof of payment as per prevailing rules as on 01.09.2012. The present rate of service tax is 15% including Swachh Bharat Cess and Krishi Kalyan Cess.
19. 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.
20. The tenderer should satisfy all the statutory obligations required under statues of the Government from time to time.

SPECIAL CONDITIONS OF CONTRACT

:: 4 ::

21. If incomplete tenders in the form is furnished or where total value is not entered, such tenders will be summarily rejected. Management reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason whatsoever. No correspondence will be entertained when once the tenders are decided.
22. “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** EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-A** 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 benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer”.
23. **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”.
24. **ARBITRATION:**
Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by Unit Head.
Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Visakhapatnam.
In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

SIGNATURE OF THE TENDERER WITH SEAL

RULES AND REGULATIONS FOR OPERATION

1. 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 –III. **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.**
2. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
3. The contract 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 Incharge (Safety) and Incharge (Electrical) of the company.
11. The contractor shall not employ Sub-Contractor without the prior approval of the company.
12. 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

:: 2 ::

- 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 **12 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 **Two (2) Months 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.

RULES AND REGULATIONS FOR OPERATION

:: 3 ::

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.
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.
26. **The Contractor shall be liable to pay applicable minimum wages to its contract labour as notified by the appropriate authority from time to time including all statutory payments/ contributions such as VDA, Provident Fund, ESI, EDLI, Bonus, Leave Salary, Terminal benefits, yearly holidays etc.**

SIGNATURE OF THE TENDERER WITH SEAL

Ref: OPS/OS/AMC/2017-18/36/049

Date: 08.08.2017

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT
w.e.f 01.04.2017**

All values are in ₹

SL. No	DESCRIPTION	Unskilled	Semi Skilled	Skilled
1	Minimum Wage	448.00	506.00	593.00
2	PF @ 13.61%	60.97	68.86	80.70
3	ESI @ 4.75%	21.28	24.03	28.16
4	Bonus @ 8.33%	37.31	42.14	49.39
5	Leave Wages (18 days / Year)	25.84	29.19	34.21
6	Terminal Benefit for (15 days / year)	21.53	24.32	28.50
7	Holidays for 10 days per year	14.35	16.21	19.00
	TOTAL	629.28	710.75	832.96

SIGNATURE OF THE TENDERER WITH SEAL

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 have 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)

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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.

SIGNATURE OF THE TENDERER WITH SEAL

Ref: OPS/OS/AMC/2017-18/36/049

Date: 08.08.2017

Sub: AMC for Electrical Maintenance in Township, ADM, Public Buildings & area development sites of BHEL-HPVP, Visakhapatnam.

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 TENDERER WITH SEAL

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	

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Valid 11 KV or more Electrical License		
04.	Earnest Money Deposit (EMD) @ ₹ 28,470/-		
05.	PF Registration Certificate		
06.	ESI Registration Certificate		
07.	GSTIN Registration Certificate		
08.	PAN Number		
09.	Income Tax Returns for last 3 years (FY 2013-14, 2014-15 & 2015-16)		
10.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
11.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
12.	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-A where deemed validity of EM II certificate of five years has expired)		

Certificate by Chartered Accountant on letter head

This is to certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006,
(Entrepreneur Memorandum No (part-II)dated
....., Category: (Micro/small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per
the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:

₹.....Lakhs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

₹.....Lakhs

(Strike off whichever is not applicable)

The above investment of ₹.....Lakhs is within permissible limit of
₹.....Lakhs forMicro/
Small (strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is
..... (dd/mm/yyyy) Which is within the period of 3 year from the date of graduation
of such enterprise from its original category as notified vide S.O. No. 3322(E) dated
01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

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:

Date:

Bank Manager / Officer

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

PROCEDURE FOR GST PAYMENT

1. Availing Input Tax Credit (ITC) by BHEL:

1.1 GST portion of invoice shall be released only upon :-

1.1.1 Contractor declaring such invoice in his GSTR-1.

1.1.2 Receipt of goods and tax invoice by BHEL.

1.1.3 Confirmation of payment of GST thereon by contractor on GSTN portal.

1.2 Further, incase GST credit is delayed/ denied to BHEL due to non / delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from contractor along with interest levied/ leviable on BHEL.

1.3 Further, incase contractor delays declaring such invoice in his return and 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 GST law shall be recoverable from contractor along with interest levied/ leviable on BHEL.

1.4 As per GST law, last date/ chance for availing ITC for any invoice/ debit note (including supplementary invoice) is the earliest of the following dates:

1.4.1 Date of filing of return for the month of September following the end of Financial Year to which such invoice or invoice relating to such debit not pertains (Due date- 20th Oct)

1.4.2 Date of filing of Annual Return (Due date- 31st Dec)

2. Reverse Charge(RCM)

2.1 A provision has been in GST law for payment of GST on reverse charge in respect of supply of goods as well as services.

2.2 In respect of goods, RCM liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date immediately following 30 days from the date of issue of invoice by the supplier.

2.3 In respect services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.

2.4 Such reverse charge shall be applicable in respect of category of goods/ services.

2.5 Keeping in view the requirements of relevant provisions in GST, where in any GST liability arising on BHEL under reverse charge before actual receipt of goods 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 eligibility of ITC base on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

PART – II

(PRICE BID)

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

NAME OF WORK: AMC for Electrical Maintenance in Township, ADM, Public Buildings & area development sites of BHEL-HPVP, Visakhapatnam.

Tender Enquiry No.: OPS/OS/AMC/2017-18/36/049, Date: 08.08.2017

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 the entire 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 price.**
- 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 GST.** However, GST as applicable shall be payable by the contractor and same will be reimbursed by BHEL on submission of proof of payment as per annexure - GST.
- 8) **Offered discount / Increase will be considered for calculation of unit rate & total amount for each item**

SIGNATURE OF THE TENDERER WITH SEAL

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

NAME OF WORK: AMC for Electrical Maintenance in Township, ADM, Public Buildings & area development sites of BHEL-HPVP, Visakhapatnam for a period of One Year

Tender Enquiry No.: OPS/OS/AMC/2017-18/37/049, Date: 08.08.2017

SCHEDULE OF QUANTITY & RATES (SOQR)

Item No.	Description Of Item	UNIT	QTY	Rate in ₹	Amount in ₹
01	<p>Attending day to day activities pertaining to electrical maintenance of Residential buildings and street light maintenance like:</p> <p>a) Complaints related to no supply, loose connections etc.</p> <p>b) Complaints related to replacement of switches, sockets, holders, wires / cables, bulk head fitting, distribution boards, fuse units, main switches, replacement of faulty fans, changing of capacitors of fan, cleaning of fans and other accessories etc.</p> <p>c) Operation of ACB switches and replacement of Fuse at various transformers across the township as and when required, along with other connected miscellaneous works as directed by Engineer-Incharge.</p> <p>d) Attending day to day activities pertaining to energy meters in township.</p> <p>The work is to be carried out in round the clock shifts and with necessary safety precautions.</p> <p>It is assessed that 1 SSW is required for one operation per day.</p>	Per Operation	280	768.00	2,15,040.00
02	<p>Assistance for the works mentioned at Sl. No. 1</p> <p>It is assessed that 1 USW is required for one operation per day.</p>	Per Operation	273	680.00	1,85,640.00

Item No.	Description Of Item	UNIT	QTY	Rate in ₹	Amount in ₹
03	<p>Attending day to day activities pertaining to electrical maintenance of all the sub-stations, Air circuit breakers, replacement of HT fuses, transformers, and day-to-day activities pertaining to energy metering along with other connected miscellaneous works as directed by Engineer-in-charge.</p> <p>The work is to be carried out in round the clock shifts with necessary safety precautions.</p> <p>It is assessed that 1 SSW is required for one operation per day.</p>	Per Operation	280	768.00	2,15,040.00
04	<p>Helper for the works mentioned at Sl. No. 3.</p> <p>It is assessed that 1 USW is required for one operation per day.</p>	Per Operation	275	680.00	1,87,000.00
05	<p>Attending day to day activities pertaining to electrical maintenance of Non-Residential buildings, hospital and bore wells and Attending day to day activities pertaining, distribution lines across the township etc. like:</p> <p>a) Complaints related to no supply, loose-connection etc.</p> <p>b) Complaints related to replacement of switches, sockets, holders, wires / cables, bulk head fitting, distribution boards, fuse units, main switches.</p> <p>c) Operation of AB switches and replacement of HG fuse at various transformers across the township as and when required, along with other connected miscellaneous works; as directed by Engineer-Incharge.</p> <p>d) Attending day-to-day Electrical complaints pertaining to General Hospital. The work is to be carried out in round the clock shifts and with necessary safety precautions.</p> <p>It is assessed that 1 SSW is required for one operation per day.</p>	Per Operation	280	768.00	2,15,040.00

Item No.	Description Of Item	UNIT	QTY	Rate in ₹	Amount in ₹
06	Helper for the works mentioned at Sl. No. 5. It is assessed that 1 USW is required for one operation per day.	Per Operation	280	680.00	1,90,400.00
07	a) Attending day to day activities pertaining to electrical maintenance of junction boxes across the township area, distribution boards, timer control street lighting switch boards, activities pertaining to transformer maintenance, preparation of switch boards, complaints pertaining to tube lights, fans, replacement of faulty fans, changing of capacitors etc. b) Attending day to day complaints of Hospital building, ADM building, management house, public building etc. the work is to be carried out round the clock shifts with necessary safety precautions. It is assessed that 1 SSW is required for one operation per day.	Per Operation	280	768.00	2,15,040.00
	Total amount in ₹				14,23,200.00
	Discount / Increase offered by Bidder on above total amount in %				
	Total Offered amount after Discount / Increase offered by Bidder in ₹				

Total Offered Amount after Discount / Increase in Words:

SIGNATURE OF TENDERER WITH SEAL