

BHEL EDN TENDER



PLACE OF WORK

BHEL EDN TOWNSHIP, ATTIGUPPE, VIJAYANAGAR, BENGALURU -560040

SUBMISSION OF TENDER DOUCMENT

AT THE RECEPTION, FS & T, TENDER BOX (No.07)

BHEL ELECTRONICS DIVISON

MYSORE ROAD

BENGALURU-560026.

To,

DGM /FS -TOWNSHIP MAINTENANCE

BHEL – ELECTRONICS DIVISION

MYSORE ROAD


BANGALORE – 560026.

Phone No. **26998461, 23394382**

CONTRACTOR

EMPLOYER

(Signature with Official Seal)


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮವಹಿಷ್ಕಾರಕರು / ಉ.ಸಿ.ಎ.
एस. विश्वनाथ, उप महाप्रबंधक / उ.सि.ए.
S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026



Bharat Heavy Electricals Ltd
Electronics Division
Mysore Road, Bengaluru – 560026

Tender Document for

MAINTENANCE OF BUILDINGS, ROADS, DRAINAGES, SUMPS, SEWER LINES, ED'S BUNGALOW,
GUEST HOUSE, PUMPS, ELECTRICAL SYSTEMS, GARDENS& BSCH AT BHEL- EDN TOWNSHIP.

DUE DATE OF SUBMISSION OF DULY FILLED-IN

Before 2.00 PM, **14.09.2020** (MONDAY)

TWO PART BID

TENDER OPENING DATE 14.09.2020 AT 2:15 PM

Part – I Technical cum Commercial Bid (Page No.1 to 42)

Part – II Price Bid (Page No.43 to 49)

Note: 1) Part – I: To be submitted in a separate sealed cover.

2) Part – II: To be submitted in a separate sealed cover.

3) **Earnest Money Deposit of Rs.2,34,000/- in the form of Demand draft in favor of BHEL-EDN.**

Or


**MSE'S / NSIC valid certificate should be submitted in a Separate sealed cover
(Tenders will be liable for rejection if the above is not submitted.)**

4) Part-I, EMD, Part-II sealed covers should be put in outer Envelope and super scribing the Tender enquiry No., Date of opening of tender, Name of work, and Name & Address of the Tenderer.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಅಪ್ಪ ಮಹಾಪ್ರबंधಕರು / ಇಂ.ಸಿ.ಎ.
एस. विश्वनाथ, उप महाप्रबंधक / इ.सि.ए.
S. VISHWANATH, DEPUTY GENERAL MANAGER / S.
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

PART-I

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION MYSORE ROAD, BANGALORE-560026

| | |
|--------------------|---|
| DEPARTMENT | FACTORY SERVICES (FS) |
| SECTION | TOWNSHIP |
| REF.TENDER ENQ.NO: | BHE/904/20-21/595(A) /104, Date: 28.08.2020 |

TECHNICAL-CUM-COMMERCIAL BID
(To be furnished by the Bidders)

(A) GENERAL INFORMATION

| | | |
|----|---|--|
| 01 | NAME OF THE WORK | MAINTENANCE OF BUILDINGS, ROADS, DRAINAGES, SUMPS, SEWER LINES, ED'S BUNGALOW, GUEST HOUSE, PUMPS, ELECTRICAL SYSTEMS, GARDENS & BSCH AT BHEL- EDN TOWNSHIP. |
| 02 | APPROXIMATE ESTT.COST | Rs.116.94 LAKH (ALL INCLUSIVE) |
| 03 | COMPLETION PERIOD | 12 months |
| 04 | NAME OF THE CONTRACTOR | |
| 05 | ADDRESS WITH Email ID & PHONE NO. | |
| | (A) OFFICE | |
| | E-mail id: | |
| | PHONE NO. | |
| | (B) RESIDENCE | |
| 06 | STAFF STRENGTH | |
| 07 | (A) SCOPE OF WORK (As per schedule of items) | UNDERSTOOD/ NOT UNDERSTOOD |
| | (B) ACCEPT TO EXECUTE IN TOTAL | YES/ NO |

CONTRACTOR

(Signature with Official Seal)

EMPLOYER

S. Vishwanath
ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮದ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಓ.
एस. विश्वनाथ, उप महाप्रबंधक / इ.सि.ओ.
S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

(B) ESSENTIAL CRITERIA


| | | |
|------|---|----------------------------|
| 1 | AVERAGE ANNUAL FINANCIAL TURNOVER During the last 3 years, ending 31st March of the previous year should be 30% of the Estimated cost of this NIT (Copy to be Enclosed) | |
| 1.1 | Turnover- Previous year (2019-20) | Rs. |
| 1.2 | Turnover- 1 year before Previous year (2018-19) | Rs. |
| 1.3 | Turnover- 2 year before Previous year (2017-18) | Rs. |
| 2 | SOLVENCY CERTIFICATE shall be of Rs. 10.0 Lakh (Latest certificate from the bank shall be produced not older than one (1) year from the date of opening tender) (Copy to be Enclosed) | |
| 3 | EXPERIENCE CERTIFICATE SUCCESSFULLY COMPLETED SIMILAR WORKS DURING LAST 07 YEARS (Copy of PERFORMANCE REPORT WITH EXECUTED WORK VALUE FROM THE ORGANISATION WHERE THE WORK IS EXECUTED IS TO BE ENCLOSED. Submission of the work order copy is not adequate) | |
| (A) | Three similar completed works (Each not less than 40% of the Estimated cost) OR | |
| (B) | Two similar completed works (Each not less than 50% of the Estimated cost) OR | |
| (C) | One similar completed work (Not less than or Equal to 80% of Estimated cost) | |
| 4 | EMD PARTICULARS- CASH/ DEMAND DRAFT (Enclosed details) | |
| 5(A) | WHETHER REGISTERD WITH DEPARTMENT OF LABOR, GOVT. OF KARNATAKA | Yes/No |
| (B) | If yes, VALIDITY OF REGISTRATION/DETAILS | Copy Enclosed/Not Enclosed |
| (C) | If not, then agreed to get registered with department of Labor, Govt. of Karnataka on receipt of Award of work | ACCEPTABLE /NOT ACCEPTABLE |
| 6(A) | WHETHER REGISTERED WITH ESI/PF AUTHORITY, GOVT. OF KARNATAKA AND HAVE REGISTRATION NO. (IF YES INDICATE NOS.) | YES/ NO |
| (B) | If not, then agreed to get registered with ESI & PF Authority, Govt. of Karnataka on receipt of Award of work | ACCEPTABLE /NOT ACCEPTABLE |
| 7 | WHETHER ACCEPTABLE FOR REVERSE AUCTION | YES/NO |
| 8 | SECURITY DEPOSIT CLAUSES AS PER NIT | ACCEPTABLE /NOT ACCEPTABLE |

Note: If any of the above-mentioned Essential criteria is not met the bid will be likely to be rejected

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EMPLOYER



ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಎ.
एस. विश्वनाथ, उप महाप्रबंधक / इ.सि.ए.
 S. VISHWANATH, DEPUTY GENERAL MANAGER / I.S.
 BHEL-EDN, MYSORE ROAD, BENGALURU-560026

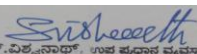
(C) OTHER INFORMATION

| | | |
|--|--|---|
| 1(A) | BHEL'S PAYMENT TERMS | ACCEPTABLE / NOT ACCEPTABLE |
| (B) | Whether agreeable to make necessary Statutory Payments as per BHEL EDN terms. | YES/NO |
| 2 | Constitution of Firm Individual / Sole Proprietorship Concern/Partnership Firm/Public Ltd. Company/ Private Ltd. Company | |
| 3 | Electronic Funds Transfer (EFT) form enclosed in NIT part-I | Please fill up the form in ANNEXURE-III at page no.41-42..and enclose cancelled cheque leaf |
| 4 | GST & GSTIN No. (Please enclose copy) | Please fill up GST Compliance in annexure-I at page no.36.. |
| 5. | MENTION THE APPLICABLE GST RATES IN PERCENTAGE | GST @% |
| Please fill up the checklist enclosed as Annexure-II at page no.37 of this Tender document | | |

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 S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
 BHEL-EDN, MYSORE ROAD, BENGALURU-560026

NOTICE INVITING TENDERS

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
Mysore Road, Bangalore - 560026

FS/TOWNSHIP DEPT.
NOTICE INVITING TENDERS

Phone No.26998461, 23394382


| | | |
|----|---|---|
| 01 | TENDER NUMBER | BHE/904/20-21/595(A) /104, Date: 28.08.2020 |
| 02 | NAME OF WORK | MAINTENANCE OF BUILDINGS, ROADS, DRAINAGES, SUMPS, SEWER LINES, ED'S BUNGALOW, GUEST HOUSE, PUMPS, ELECTRICAL SYSTEMS, GARDENS & BSCH AT BHEL- EDN TOWNSHIP |
| 03 | ESTIMATED COST | Rs.116.94 LAKH (ALL INCLUSIVE) |
| 04 | EARNEST MONEY DEPOSIT | Rs. 2,34,000/- |
| 05 | COMPLETION TIME | 12 Months. |
| 06 | LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT | BEFORE 2:00 PM ON 14.09.2020 |
| 07 | PLACE OF SUBMISSION OF AT THE RECEPTION TENDER DOCUMENT | AT THE RECEPTION TENDER BOX / FS & T, TENDER BOX (No.07) BHEL - ELECTRONICS DIVISION, MYSORE ROAD, BANGALORE - 560026. |
| 08 | TENDER OPENING DATE AND TIME | 14.09.2020 AT 2.15 PM |

NOTE: The Tenderer shall sign and put seal on all the pages, after duly filling the tender document.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


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S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BANGALURU-560026

Bharat Heavy Electricals Limited
ELECTRONICS DIVISION
MYSORE ROAD- BANGALORE-26

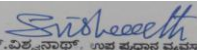
INSTRUCTIONS TO TENDERER

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the DGM / FS-Township Maintenance, Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore – 560 026. In two separate sealed cover for “Technical cum Commercial Bid” and Price Bid duly super scribed and put in an outer envelope, super scribing the Name of work and Name and address of the Tenderer.
 - 2.1 The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence), FAX /E-mail address, Mobile phone No. etc.
3. All entries in tender documents should be in same ink (**preferably blue ink**). Erasing and overwriting is not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
4. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
5. Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to each item and for the items shown in the attached schedule. The rate of materials shall basic price & GST to be quoted separately. Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. **GST** Compliance is mandatory and all the transactions will be as per GST.
7. In quoting their rates, the tenderers are advised to take into account all factors Including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
 - a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b. If there is an error in a total corresponding to the additional or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಒ.
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S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

8 (a) The rate quoted in the tender shall remain valid for a period of **'THREE MONTHS'** from the date of opening tender.

(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.

(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.

9. **The management reserves the right to increase or decrease the manpower, Mandays or Financial value mentioned in this tender while finalizing the tender before placing the order or any time during execution of contract.**


10. Before tendering, the tenderer is advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material and labor. They should be well versed with BHEL General Conditions of Contract, instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.

11. **MSE's suppliers can avail the intended benefits** as per Public Procurement Policy (PPP) for Micro & small Enterprises (MSE's) order, 2012 issued vide Gazette Notification Dtd. 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, 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 -1 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 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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BHEL-EDN, MYSORE ROAD, BENGALURU-560026

12. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the later case, a copy of the power of Attorney duly attested by a Gazetted Officer must accompany the tender.

13. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.

14. Every tender must be accompanied by **Earnest Money Deposit of Rs.2,34,000/-**. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with **Clause-1.9 of BHEL** of BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.

15. The EMD will be accepted only in the following forms:

(i) **SBI COLLECT IN DROP DOWN MENU WITH FOLLOWING STEPS (before tender opening)**

- 1 Open the link: <https://www.onlinesbi.com/prelogin/collecthome.htm>
- 2 Agree the terms and condition click on proceed
- 3 Choose State of Corporate: **KARNATAKA**
- 4 Type of Corporate : **INDUSTRY**
- 5 Select Industry : **BHARAT HEAVY ELECTRICALS LTD**
- 6 Select category : **OTHERS**
- 7 **Sub Category** : **EMD**
- 8 Fill the necessary information
- 9 Make the payment through any **net banking/Debit card**
- 10 Download Receipt keep it for reference.

Note- mention the tender enquiry reference in remarks column

(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)


(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL-EDN Bangalore-560026 (along with offer)

16. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker's signature and also enclose a photocopy of cancelled cheque leaf.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಒ.
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BHEL-EDN, MYSORE ROAD, BENGALURU-560026

17. Unless the bidder whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of the tender withdrawn.

18. If after opening the tender and within the offer validity period, the tenderer revokes the tender or makes any modification in their tender or the tenderer fails to deposit the required Security deposit or commence the work in accordance within the period as per LOI/Contract, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.

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

20. SECURITY DEPOSIT:

20.1 Upon acceptance of the tender, the successful tenderer shall remit the security deposit with Bharat Heavy Electricals Ltd within the time as specified in the Letter of Intent.

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 require amount of Security Deposit.

20.2. The Security Deposit should be furnished before start of the work by the contractor in the form of:

(i) Cash (as permissible under the extant Income Tax Act)

(ii) Bank cheques of scheduled Banks (subject to realization)/Pay Order/Demand Draft/Electronic fund transfer in favour of BHEL.

(iii) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL (Annex-III)

(iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of Contractor, a/c BHEL).


(v) Securities available from Indian Post Offices such as National Saving Certificate, Kisan Vikas Patra etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL.

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

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20.3. Security Deposit recovering at the rate of 10% from the running bills. However, in such cases at least 50% of the security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

20.4. The Security Deposit shall not carry any interest.

20.5. Security Deposit will be refunded to the contractor on satisfactory completion of the contract on submitting all the required documents / Returns / Proof of compliance to all applicable statutes.

20.6. Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract including forfeiting the EMD and the tenderer shall be liable to compensate BHEL for any loss incurred to BHEL.

20.7. The security deposit shall be returned within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract.

20.8. BHEL reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition or loss/damage caused to BHEL's property. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.

21. Unless the bidder whose tender is accepted, signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest money already deposited by the bidder will be forfeited and acceptance of the tender withdrawn.


22. If after opening of tenders, a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.

23. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.

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24. Conditional and unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.

25. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited Company to satisfy Clause C (2) , Part –I of NIT.

26. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:

- (a). Name of the work, value and address.
- (b) The balance work remaining to be done on the same.

27(a). The filled in tender sealed cover should be dropped in the Tender box **Marked FS&T-07** kept in the reception of **BHEL-EDN**, in case the sealed tender document is large and not possible to drop the same in the Tender box, it should be handed over at office of **DGM/FS& Township maintenance** before the time fixed for submission of tender.

(b)Tenders received after the due date & time of opening of tenders will be rejected.

28. The Contractor's responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.

29. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.

30. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any Power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.

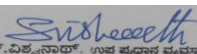
31. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.

32. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


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एस. विश्वनाथ, उप महाप्रबंधक / ई.सि.ओ.
S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

33. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.

34. The expenses for completing the stamping agreement shall be paid by the contractor.

35. Unless or otherwise stated above tendered work includes supply, erection, testing and commissioning of equipment as agreed to in the contract.

36. Any covering letter and comments of the tenderer should be submitted along with the offer.

37. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its share holders' relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified if such fact subsequently comes to light.

38. The 'INSTRUCTIONS TO TENDERER' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail.

39. The Contractor shall apply and obtain license under **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.


40. The Contractor shall comply with the provision of Employees Provident Fund and miscellaneous Provisions of Act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all the labors employed by him for the execution of the contract in accordance with the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose, he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challans receipt of monthly remittance of the contribution made by him to the Commissioner. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".

41. The Contractor should get himself registered with the E.S.I Authorities of Govt. of Karnataka as an independent employer, obtain a separate code number and remit the dues in respect of the

CONTRACTOR

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(Signature with Official Seal)


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Labour employed by him for the work and produce the challans/Receipts of remittance of the ESI contributions due under the E.S.I Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities' through the Principal Employer.

42. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his laborers regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.

43. The contractor should indemnify BHEL against all losses / penal actions due to non-compliance of extant statutes in execution of this Contract from any previous or running contracts undertaken by them.

44. The contractor should be solely responsible for any accidents and / or compensation payable to the personnel engaged by him under this Contract. He shall provide relief as per the requirement and shall keep BHEL fully indemnified against any claims in this regard.

45. The successful contractor has to execute an indemnity bond with regard to clause. **42 to 44** mentioned above.

46. The bidder along with its associate/collabrators/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. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

47. Goods & Service Tax (GST):

47.1 The tenderer shall have a valid GST Registration. GST Registration No. of the tendered shall be mentioned in the designated field of Techno-Commercial Bid.

47.2 Provisional GST ID No. of BHEL is **29AAACB4146P1ZB**

47.3 On award of the contract, the successful tenderer (vendor) shall mention GSTIN number in all quotations & invoices submitted to BHEL.

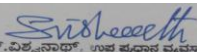
47.4 SAC (Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted.

47.5 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, SAC Code etc.

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- 47.6 Payment of GST to vendors as applicable will be made only if it is matching with data uploaded by Vendors.
- 47.7 Vendors shall give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns.
- 47.8 For invoices paid on Reverse charge basis – “Tax amount” & that it is “payable on reverse charge basis to be mentioned on the invoice and if invoice submitted late then interest/penalty on GST payment shall be deducted from Bills as per GST norm.

48. Payment will be made to the Contractor on monthly basis against the submission of the following documents:

- a. Invoice : 2 Original + 1 photo copies (As per GST norms)
- b. Attendance Register : 3 photo copies
- c. Overtime Register : 3 photo copies
- d. Wage register : 3 photo copies
- e. ESI & PF Challan : 3 photo copies
- f. ESI & PF statement : 3 photo copies
- g. Annual / Half Yearly Return (whenever due): 3 photo copies of ESI

Note:

(a) The Statutory amount as per the entitlement/actual will be reimbursed on production of the bills.

49. The successful bidder should open local office for Technical staff/Administrative group at Bangalore City for easy interactions/ monitoring of work at site.

50. On receipt of Award of work bidder registered in other state will get registered and obtain sub code with ESI & PF Authority of Govt. of Karnataka.

51. Final Bill Payment in line with GCC (2.19.2)

‘Final Bill’ shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

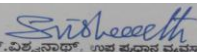
- i) ‘No Claim Certificate’ by contractor
- ii) Clearance certificates where ever applicable viz various Statutory Authorities like Labour department, PF Authorities, Commercial Tax, Department, etc
- iii) Indemnity bond as per prescribed format.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

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BHARAT HEAVY ELECTICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD- BANGALORE-26

GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION


It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract/ Technical Specification for Works which has been read and accepted by me/us.

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ENCLOSURE: A

CLAUSE 2.8 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labor in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him. A distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub- contractors complies with or causes to be complied with contractors labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen’s Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961 or any modifications there of or any other law relating thereto and rules made there under from time to time.


The Contractors shall be liable to pay his contribution and the employees’ contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of “The Employees’, State Insurance Act, 1948”, as

Amended from time to time. The Contractors shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his code Number only.

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The Contractor shall be liable to pay his contribution and the Employees' contribution towards PF as per Provident Fund Rules and Regulations in respect of all labour employed by him for the execution of the contract. The contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code Number only.

The Engineer-in –charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non-observance of the said contractor's Labour Regulations.

The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

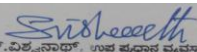
MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works, In case the Contractors fails to make arrangements as aforesaid the engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

CONTRACTOR

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EMPLOYER


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SAFETY CODE
RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF
SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. Before commencing the work, contractor submits a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials

4. (i) Safety Helmets conforming to IS-2925: 1984.

(ii) Safety Belts conforming to IS-3521: 1983.

(iii) Safety Shoes conforming to IS-1989: 1978.

(iv) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940:1978.

(v) Hand and body protection devices conforming to:

IS-2573: 1975

IS-6994: 1973

IS-8807: 1978

IS-8519: 1977

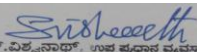
All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions, power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not

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use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquids or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., prior approval to the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.


In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor 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 contractor to present his case.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

CONTRACTOR

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In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor; BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL official shall also submit periodic reports on safety from time to time as prescribed.

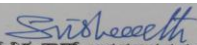
Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the job.

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SPECIAL CONDITIONS OF CONTRACT

GENERAL

The special condition of contract and other contract documents are complimentary to each other and shall be read in conjunction with each other. In case of any conflict of meanings between the special conditions of contract and the BHEL General conditions of contract the provisions of the special conditions of contract shall override the corresponding provisions for the BHEL General Conditions of contract.

1. SCOPE OF WORK FOR MAINTENANCE OF BUILDINGS, ROADS, DRAINAGES, SUMPS, SEWER LINES, ED'S BUNGALOW, GUEST HOUSE, PUMPS, ELECTRICAL SYSTEMS, GARDENS & BSCH AT BHEL- EDN TOWNSHIP:

(i) SWEEPING AND SANITARY WORKS (UNSKILLED WORKER)

Sweeping of common staircase of all the blocks under occupation, temporary sheds, garages, cycle and scooter sheds, pump houses, ED Bungalow, Guest House, BSCH, internal roads, foot paths, all the rooms, staircase, corridors, kitchen, dining hall, recreation room in E.T. hostel and hall, toilets, corridors of community center and watering and maintaining the existing and new gardens, lawn, trees and plants etc. daily in the township and disposal of garbage in the Township as directed by Engineer-in-charge, washing these areas as and when required should also be taken care of. The toilet and the urinals attached to the temporary sheds should be cleaned daily with phenol, bleaching powder, vim powder and providing naphthalene balls wherever required. Cleaning of storm water drains including corporation drains, nearby open/underground sanitary pipes and other drains, platforms dustbins periodically and also as and when BWSSB sanitary lines and manholes get blocked, they should get it cleaned by coordinating with BWSSB officials and dispose off the debris as directed by the Engineer-in-charge. The contractor shall be fully responsible for keeping the township neat and clean.

No. of workers to be engaged by the contractor for this item of works: **Sweepers – 17 Nos.(USW)**
AND 01 NO. LEAVE RESERVE WILL BE ENGAED FOR ABSENTISM

(ii) PUMP OPERATION AND PLUMBING WORKS

Water supply to township by making use of available pump sets and accessories including pumping bore well water to underground sumps & to the overhead tank from where water to be supplied by gravity to all houses and to the tanks of the building including opening and closing of valves and attending to all types of repairs for pipe lines, taps, flushing cisterns, valves, wash basins, sinks and other connected water supply system situated inside the township, water shall be pumped from the sump to the overhead tank and the distribution ensured by gravity.


The tanks of individual houses shall be cleaned by the contractor with bleaching powder, once a month or as directed by the Engineer-in-charge and the main overhead tank and the sump shall be cleaned once in three months or as directed by the engineer-in-charge with bleaching powder. The water at the ground level reservoir (sump) should be chlorinated as directed by the Engineer-in-charge

Spare parts for plumbing works and sanitary works like pipes, specials like bends etc., wash basin, water closets, sinks, cement etc. will be supplied departmentally free of cost at the Township Maintenance Office.

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The minimum number of workers to be engaged shall be **4 Nos. (2 Nos. pump operators (SSW) and 2 Nos. plumber, skilled worker for plumbing repair** plus reserve for weekly offs and leave Reserve. All the four to be engaged shall be skilled in this line and pump operators shall be available in the premises (i.e. in two shifts) throughout year plus replacement such as leave reserve, weekly off & holiday off.

(iii) CARPENTARY REPAIR WORKS

This work involves attending rectification to the doors and windows fittings like hinges, tower bolts, stoppers (doors and windows) aldrops, mortise locks, replacement of glass panels, rectification to all shutters of doors and windows. All materials required for the above work will be provided free of cost by Township Maintenance Office.

The contractor has to engage **2 Nos. (HIGH SKILLED WORKER)** who has good and wide experience in carpentry repair works and shall be available in the township premises.

(iv) MASONARY REAPIR WORKS

This work involves attending rectification to the masonry works like arresting the roof leakages repairing of damaged plastering construction of boiler stands, platforms in the kitchen construction of dustbins. Repairing of leakage sanitary fittings, construction of thrush holds and day to day general maintenance of masonry works.

The contractor has to engage **2 Nos. (HIGH SKILLED WORKER)**

(v) ELECTRICAL MAINTENANCE IN THE TOWNSHIP

This work involves attending to such work as fuse of cells, rectification work in the appliances like switches, plug points etc. and electrical maintenance work at pumping stations, consumables like fuse wire, insulation tape etc. and necessary tools and plants required for the work shall be provided by BHEL.

The contractor has to engage **04 Person in (2 Nos. (HIGH SKILLED WORKER) and 2 Nos. skilled worker category to carry out day today office related work**

Note: CONRACTOR IS TO PROVIDE SUITABLE LEAVE RESERVE IN ALL CATEGORY FOR ABSENTISM.

(Vi) POWER SUPPLY

To restore power supply to individual quarters and other buildings in the event of power failure with necessary liaison with electricity authorities.

(Vii) STREET LIGHTING

To restore street lighting as and when bulbs are fused, if any, problem comes than necessary liaison with electricity authorities.

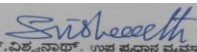
(Viii) QUARTERS, CAUVERY GUEST HOUSE, ED'S BUNGALOW, E.T's HOSTEL, COMMUNITY CENTER, RECHS DISPENSARY, BHCS etc.

Necessary trouble shooting in the wiring and fixtures and corrective action in above said buildings, staircases car sheds etc. After trouble shooting for rectification, materials will be supplied by BHEL.

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(IX) ELECTRICAL INSTALLATION FOR FACILITIES

(Bore wells, GLR, Car shed and Maintenance office)

Necessary trouble shooting in the distribution system, wiring, cables, starters, switches. After the trouble shooting for rectification/ replacement purposes materials like bulbs/tubes, switches, MCBs, cables, wires, starter parts, sockets, will be supplied by BHEL as and when required.

(X) EARTHING

(a) Periodical watering of earth pits

(b) To check and attend to the conditions of earth connections at the termination points.

The work shall be carried out through 4 persons two each in the I & II shift and shall be available in the township premises. The quoted rate shall include provision for Two No. in High Skilled & 02 No. in skilled category (i.e. in two shifts throughout year) plus replacement such as leave reserve for absenteeism, weekly off, holiday off.

(xi) SUPERVISORY & ADMINISTRATIVE RESPONSIBILITY:

Over all operations of Township and BSCH including work allocation, monitoring of all areas of operation covered in the contract. The contractor has to engage **3 Nos. (2No.HIGH SKILLED WORKER) and 01 no. in Skilled worker.**

2. The contractor is to note that the age of the personnel deployed under this contract shall not exceed **60 years** as on date of commencement of contract. During execution period of contract suitable replacement for personnel crossing 60 years of age shall be provided in consultation with contract issuing officer /Township in charge.

3. The security deposit deposited by the contractor will be forfeited and credited to BHEL, in event of breach of any of the terms and conditions of this contract by the contractor.

4. The security deposit (50%) shall be released by BHEL on the total completion of the work as per contract terms, remaining 50% of security deposit shall be released subject to the stipulation in our GCC.

5.. The management of BHEL shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payment necessitated due to the infringement of any statutory obligations by the contractor.

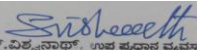
6. The contractor shall not transfer or submit the work to anyone without the prior written approval of BHEL. The contractor shall either by himself or through a competent agent approved by BHEL authorities, perform the said work.

7. The contractor or his authorized agent approved by BHEL shall be in attendance in BHEL premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of BHEL, the contractor shall be personally responsible and shall make good the loss forthwith.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಒ.
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BHEL-EDN, MYSORE ROAD, BENGALURU-560026

8. Increase in costs due to new statutory levies under the central or state act or enhancement of such existing levies, wages, Ex-gratia, PF, ESI etc., due to statutory ground time to time subsequent to tendering, shall be met by BHEL.

9. Whether under the contract any sum of money shall be recovered from or payable by the contractor, the same shall be paid by the contractor on demand such amount may also be deducted from any sum the due or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

10. If the management of BHEL engages workers complete any part or whole of the work as per this contract for any period due to failure of the contract or to engage adequate number of workers. He has to reimburse to the management of BHEL, the extra cost involved on this account. The extra cost of engaging such workmen by BHEL will be reckoned at the rate of as per Minimum Wages Act for purpose of recovery from the contractor.

11. Without prejudice of any rights or remedies under this agreement if the contractor dies, the BHEL authorities shall have the right to terminate this agreement without any liability whatsoever as regards enlistment of the work for the balance contract period after the death of the contractor

Wages:

12. The wages should be paid by the successful contractor to the security personnel deployed at BHEL-EDN Township **on or before 7th of every month** without fail in the presence of the authorized personnel of BHEL. The wages to the security personnel should not be tied up with clearing of contractor's monthly bill by BHEL.

13. Any revision of wages as per Karnataka State minimum wages and approved by BHEL notified time to time during execution of contract shall be implemented which is reimbursable to contractor by BHEL

14. The Contractors should pay Bonus to the security personnel as applicable as per Payment of Bonus Act 1965 & The Bonus Amendment Act, 2015

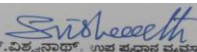
15. Exact amount of wages to be remitted to ESI & PF authorities in respect of workmen engaged for the above & the details of amounts remitted towards their PF & ESI for each month to be enclosed.

16. The contractor shall apply & obtain license under the **contract labour (R & A) act 1970** and comply with the relevant provision 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.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮದ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಓ.
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Statutory

18. The contractor shall comply with the provisions of the workmen's compensation act 1923, the payment of the wages act 1936, Factory Act, Minimum Wages Act 1948. Employment of Children Act 1938, Employer's 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.

19. 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 numbers & shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract laborers engaged by him.

20(a). As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employee's 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.

20(b). **The contractor shall mandatorily obtain suitable/ required workmen compensation insurance/policy cover to all his workers who are not covered under ESI act, to ensure employees compensation and accidental cover as may be applicable. A documentary proof for the same shall be submitted to BHEL within 15 days of commencement of work. The contractor shall also enclose along with his monthly bill, a valid documentary proof for having taken workmen compensation insurance/policy for his workers who are not covered under ESI act. These documents are necessary for processing the bills.**

20 (c) The Insurance premium paid by the contractor to cover **workers who are not covered under ESI Act** shall be reimbursed to the extent to 4.75% of Basic+ HRA restricted to Rs.21000/- OR Workmen compensation policy/ EC Policy Cost whichever is less on submission of documentary proof.

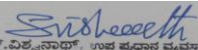
If the contractor fails to produce a proof of having taken such an insurance to cover his workmen, Half (1/2%) shall be deducted for every running bill. However, the contractor shall be fully responsible for all the consequences arising out of such default. This may also be read with clause 2.8 of BHEL GCC.

21. The contractor shall comply with the provisions of Employees' Provident Fund and miscellaneous provisions act 1952 and rules, regulations and other orders issued there 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 Fund and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose, he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಒ.
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BHEL-EDN, MYSORE ROAD, BENGALURU-560026

the challan receipt of monthly remittance of the contribution made by him to the commissioner. Final payment due to him will be released only on production of a “no due certificate” from the Regional Provident Fund Commissioner. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.”

22. The BHEL General Conditions of contract shall also apply to this work except to the extent modified in these conditions. The contractor shall scrutinize the GCC available in BHEL- EDN and acquaint himself with provisions thereof to the satisfaction.

23. This contract of 01 year is subject to the extension at the option & discretion of the management of BHEL.

24. The management of BHEL shall be at liberty to terminate the contract by issuing a month’s notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non-compliance with any of the terms & conditions of the contract by the contractor, the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk and cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited.

25. Tenderers shall submit an up to date solvency certificates, from their bankers (scheduled Bank) and up to date income tax clearance certificate & work experience certificate.

26. The contractor shall follow such, Act, rules & regulations of the state/central Govt. that are in force and that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statues in force by the contractor.

27. The contractor shall take, at his own cost the necessary license in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

28. Any additional items of work nor covered by the contract or change in the frequency of cleaning work in excess of 110% of the agreed area or frequency has to be carried out by the contractor at a rate agreed by mutual discussion between the contractor and the Engineer-in-charge.

29. Statutory Deduction towards income tax will be made as per rules. Income Tax will be deducted in every monthly bill payable to contractor.


30. Final payment due to the contractor will be released only on production of ‘No due certificate’ from the regional provident fund commissioner and ESI authorities. The contractors also to furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as principal employer.

31. Clearance for statutory requirements like ESI and PF contributions and other relevant documents pertaining to this contract should to be obtained from Welfare (HR) department every month for release of payment.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಎಂ.
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32. REVERSE AUCTION/PRICE BID OPENING:

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್.ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಯನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಐ.
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BHEL-EDN, MYSORE ROAD, BENGALURU-560026

LIST OF WORKERS

| SL.No | LABOUR CATEGORY | DESIGNATION | Total Manpower |
|-------|------------------------------|--|----------------------------|
| 01 | Unskilled Workers (USW) | SWEEPERS | 17+01(LR) |
| 02 | Semi-Skilled Worker (SSW) | Pump Operator | 02 |
| 03 | Skilled Workers (SW) | (a) Plumber (b) Electrician (c) Office Clerk | 02 02 01 |
| 04 | Highly Skilled Workers (HSW) | (a) Mason (b) Carpenter (c) Supervisor (d) Electrician (e) Manager | 02 02 01 02 01 |
| | | Total | 32+01(LR) |

Note:

- (1) THE MANAGEMENT RESERVES THE RIGHT TO INCREASE OR DECREASE THE MANPOWER, MANDAYS OR FINANCIAL VALUE MENTIONED IN THIS TENDER WHILE FINALIZING THE TENDER BEFORE PLACING THE ORDER OR ANY TIME DURING EXECUTION OF CONTRACT.
- (2) THE CONTRACTOR QUOTING FOR THIS TENDER SHALL AGREE TO SUPPLY ADDITIONAL MANPOWER OR REDUCTION IN THE MANPOWER OF DIFFERENT CATEGORY IF REQUIRED BY THE COMPANY BASED ON THE WORKLOAD ON COMMENCEMENT / DURING EXECUTION OF THE CONTRACT WITHOUT ALTERING ANY TERMS & CONDITION OF THIS CONTRACT AND THE RATE.
- (3) CONTRACTOR IS TO PROVIDE SUITABLE LEAVE RESERVE IN ALL CATEGORY FOR ABSENTISM

CONTRACTOR

(Signature with Official Seal)

EMPLOYER

S. Vishwanath
 ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮದ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.
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SCOPE OF WORK OF MAINTENANCE WORK TO BE DONE TO THE FOLLOWING BUILDINGS:

1. 'A' Type quarters : 18 Blocks under occupation
(8 units in each block)
2. 'B' Type quarters : 5 Blocks under occupation
(8 units in each block)
3. 'C' Type quarters : 4 Blocks under occupation
(6 units in each block)
4. 'D' Type quarters : 1 Block under occupation
(6 units in each block)
5. 'E' type quarters block : 2 Houses under occupation
(Individual bungalow)
6. Engineer's Trainees Hostel :1 Block of 40 rooms under Occupation.
7. Community Center :1 No.
8. Pump House :6 Nos.
9. Car garages :6 Nos.
10. Car parking shed : 2 Nos.
11. Scooter parking shed :2 Nos.
12. Overhead tank : 1 No.
13. Ground level reservoir : 2 Nos.
14. Civil office :1 No.
15. Cauvery Guest House : 1 No.
16. ED's Bungalow :1 No.
17. BHEL Samskruthi Community Hall (BSCH): 1No.
18. Cleaning of overhead tanks of all buildings
19. BHEL-EDN Quarters at Shrikhe Apartments in Kengeri.: 45 Nos

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮವಹಿಸುವವರು / ಉ.ಸಿ.
एस. विश्वनाथ, उप महाप्रबंधक / उ.सि.
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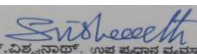
GENERAL INSTRUCTIONS FOR CONTRACTORS

1. Cleaning of common staircase of all the blocks ET's Hostel, Community Hall , ED's Bungalow, BSCH, Temporary shed, garages, cycle & scooter shed, Pump houses, internal roads, foot path, open drainages, chajjas, roof terraces etc. disposal of garbage in Township area (earmarked for dumping).
2. The contractor has to bring listed consumables materials on monthly basis for cleaning purpose.
3. The contractor shall use equipment for cleaning and to attend the Repair work.
4. As and when unforeseen, miscellaneous work arises the contractor will have to carry out such work with his existing workers.
5. For the works mentioned in schedule, minimum staff will have to be deployed in various shifts as directed by the Engineer –in – charge.
6. The contractor is also required to make monthly payment through bank to the labours engaged by him on or before 7th of every month without linking the receipt of payment from BHEL.
7. Minimum number of workers as indicated in tender schedule should be maintained.
8. Spare parts for plumbing works and sanitary works like pipes, bends , wash basin, water closets, sinks, cement etc. will be supplied departmentally free of cost at the township stores.
9. The contractor shall abide by the Karnataka Factory Rules, Factories Act etc., Contract labour Regulations etc. as amended from time to time.
10. All the works except pump operation and electrical maintenance shall be engaged in normal working hours between 7:30 AM to 4:30 PM which includes half an hour lunch break. The work should go on all 6 days in a week. Pump operators and Electricians shall be engaged in shifts to maintain water supply and electrical system without interruption. Contractor has to engage the reliever on weekly off, holidays and on leave period as per Labour Acts.
11. The contractor or his representative should be available in the township to control his workers and take down instructions from the Engineer-in-charge.
12. In the event of any damage to the plant and machinery, equipment, tools or the exiting building, structure etc. in the execution of work, the cost of repairing the same including the cost of replacement if any shall be recovered from the contractor.
13. The workers and the staff of the contractor working in the premises will have to be maintained with proper discipline. The contractor will provide his workers with proper safety appliances and equipment and BHEL shall not be responsible for accidents and injuries caused to his labors during the course of their work.
14. For working in the township, the workmen and supervisory staff of the contractor shall obtain entry passes issued by the security department of BHEL.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಒ.
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NOTE

1. The contractor should note that the Minimum Wages are as under:

| Sl. No. | Category | Minimum wage per day per person |
|---------|---------------------|---------------------------------|
| I. | Unskilled worker | Rs.618.57/day per each person |
| II. | Semi-Skilled Worker | Rs.682.36/day per each person |
| III. | Skilled Worker | Rs.746.77/day per each person |
| IV. | High Skilled Worker | Rs.816.09/Day per Each person |

(Workers are also eligible for other allowances such as, Washing Allowance @ Rs.125/- per month etc. as per BHEL norms)

(2) The revised rates of minimum wages, if any, shall be implemented during contract period & same will be reimbursed to contractor on submission of relevant document for disbursement of wages to worker.

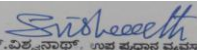
(3) The Payment of attendance Bonus & Travelling Allowance is deferred at the time of tendering and may be included for payment to contract labor once as approved /notified by BHEL competent authority during execution of contract and the same will be loaded in contract and shall be reimbursed to contractor.

(4) Note: CONTRACTOR IS TO PROVIDE SUITABLE LEAVE RESERVE IN ALL CATEGORY FOR ABSENTISM

CONTRACTOR

EMPLOYER

(Signature with Official Seal)


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.
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(FIXED WAGES)

2. Part 'A' & 'B' Wages & statutory payment (Township)

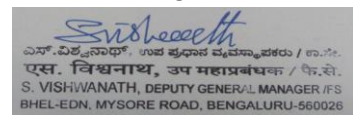
| Sl. No. | Labour Category | No. of Workers | No. of Days | No. of PH | No. of EL | Total No. of days | Wages per day | Total wages (A) | Days eligible for Atnd.bonus (Excluding 12 days PH) | Attendance bonus @ Rs.10.00/Day (B) | Travelling Allowance Rs. 40.00/Day (C) | Washing Allowance @ Rs.125/month (D) | Total (A)+(B)+(C)+(D) |
|---------------------------|--------------------------------------|----------------|--|--|-----------------|-------------------|---------------|-----------------|---|-------------------------------------|--|--------------------------------------|-----------------------|
| 1 | Unskilled Workers (USW) | 17 | 301 | 12 | 15 | 5576 | 618.57 | 3448746.32 | 0 | 0.00 | 0.00 | 17*01 LR=18 | 3476146.32 |
| | a) House Keeper/Cleaners | | | | | | | | | | | | |
| 2 | Semi-Skilled Workers (SSW) | 2 | 301 | 12 | 15 | 656 | 682.36 | 447628.16 | 0 | 0.00 | 0.00 | 3000 | 450628.16 |
| | a) Pump Operator | | | | | | | | | | | | |
| 3 | Skilled Workers (SW) | 2 | 65 | 0 | 0 | 130 | 882.36 | 88706.80 | 0 | 0.00 | 0.00 | 0 | 88706.80 |
| | a) Plumber | | | | | | | | | | | | |
| | b) Electrician | | | | | | | | | | | | |
| | (C) Office Clerk | | | | | | | | | | | | |
| 4 | D) HSW | 1 | 301 | 12 | 15 | 328 | 746.77 | 244940.56 | 0 | 0.00 | 0.00 | 1500 | 246440.56 |
| | a) Mason | | | | | | | | | | | | |
| | b) Carpenter | | | | | | | | | | | | |
| | c) Electrician | | | | | | | | | | | | |
| | d) Supervisor | | | | | | | | | | | | |
| | e) Manager | | | | | | | | | | | | |
| TOTAL | | 32 | 3140 | | | | Total(E) | 7448684.34 | | | | Total(F) | 7498184.34 |
| PART-B: Statutory Charges | | | | | | | | | | | | | |
| | | | Total (A)+(B) (E) (excluding EL enchashment) | Total (A)+(B)+(C)+(D) (F) (including EL enchashment) | Wages for Bonus | Statutory Charges | | | No. of person | no. of EL | Total no. of EL enchashment | wage rate | Total EL enchashment |
| 1 | P.F+P.F Admn Charges | | 7116539.64 | 5072619.48 | | 923150.15 | | USW | 17 | 15 | 255 | 618.57 | 157735.35 |
| 2 | ESI (Excluding HSW wages) | | 3.25% | 201600.000 | | 162910.13 | | SSW | 2 | 15 | 30 | 682.36 | 20470.8 |
| 3 | WCP Policy for HSW Ex-gratia (Bonus) | | 3.25% | 8No.*Rs.21000*12 | 7448684.34 | 65520.00 | | SK | 5 | 15 | 75 | 746.77 | 56007.75 |
| 4 | (Basic +VDA)*8.33% | | 8.33% | | | 620475.41 | | HSW | 8 | 15 | 120 | 816.09 | 97930.8 |
| | TOTAL | | | | | 1774055.69 | | | 32 | | | | 332144.7 |
| 01 LEAVE RESERVE (USW) | | | | | | | | | | | | | |

| | |
|------------------------------|------------|
| ABSTRACT | |
| PART-A TOTAL WAGES | 7498184.34 |
| PART-B TOTAL STATUTORY PAYMT | 1774055.69 |
| TOTAL | 9272240.03 |

CONTRACTOR

(Signature with Official Seal)

EMPLOYER



FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, special conditions, specifications, tender schedule, contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.


We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಐ.
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CLAUSE 2.18 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned 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 or these conditions or otherwise concerning the works, or 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 Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole Arbitration of some other person appointed by the Executive Director / General manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed an employee of BHEL or of BHEL an employee of any other unit is and that he had to deal with the matters to which the contract relates and that in the course of its duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint 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 Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

The arbitrator(s) may from time to time with consent of the parties extend the time, for making the publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding 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 issued notice to both the parties fixing the date of the hearing.

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

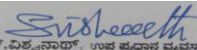
The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಒ.
एस. विश्वनाथ, उप महाप्रबंधक / इ.सि.ओ.
S. VISHWANATH, DEPUTY GENERAL MANAGER / I/S
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

ANNEXURE –I**GSTN requirements**

| | GSTN requirements | Compliance YES / NO | Remarks, if any |
|------------|--|------------------------|--------------------|
| (A) | QUOTATION: | | |
| 1. | Supplier registered under GST & GSTIN registration number submitted along with tender | | |
| 2. | If existing dealers, to be confirmed for migration to GSTIN & GSTIN registration number | | |
| 3. | If the supplier is below the threshold limit, viz Rs.20. lacs as per existing provisions, then a declaration to be obtained to that effect along with copy of accounts confirming that the supplier is below the threshold limit, failing which the supplier will be treated as an Unregistered dealer (URD) for which tax is payable on reverse charge (RCM) by BHEL. | | |
| 4. | If the supplier is above the threshold & is yet not registered, GST is payable by BHEL on reverse charge basis. | | |
| 5. | All registered suppliers submitting the quote shall mandatorily mention Service Accounting code (SAC) relevant for the service quoted. | | |
| 6. | GST rates.....% are quoted as per the service for which SAC is mapped Please mention GST rate applicable & quoted | | |
| (B) | INVOICING : | | |
| 7. | Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN) , service accounting code (SAC) apart from all other details mentioned. | | |
| 8. | In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge | | |
| 9. | If service is eligible for credit, then all conditions relating to uploading the invoice in the GSTN portal, tax remittance, return uploading, matching of input credit etc, to be complied with for availing credit. | | |
| 10. | If the Supplier is not registered, then tax is payable on Reverse charge & will be to the account of the supplier | | |
| 11. | For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note. | | |

CONTRACTOR

EMPLOYER

(Signature with Official Seal)

S. Vishwanath

ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಎ.
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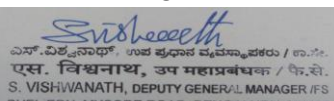
ANNEXURE –II**CHECKLIST**

| Sl.NO | Description /Item | Enclosed |
|---|---|-----------------|
| I. Techno-Commercial Bid (Part –I) sealed envelop | | |
| 1. | Filled up Techno-Commercial Bid (Part –I) | Yes / No |
| 2. | Original tender document comprising “ Instructions to Tenderer ”, “ General Conditions of Contract ” and GSTN Compliance “ Checklist ”, duly signed by the Contractor as token of acceptance | Yes / No |
| 3. | Copy of the Registration Certificate of Establishment, Department of labor, Govt. of Karnataka | Yes / No |
| 5 | AUDITED turnover for year, 2017-18, 2018-19 & 2019-20 (Enclose Documents) | Yes / No |
| 6 | SOLVENCY (Rs.10.0 lakh) Certificate from the Bank not older than One year to be furnished) (Enclose Documents) | Yes / No |
| 7 | EXPERIENCE CERTIFICATE ISSUED BY PRINCIPLE EMPLOYER mentioning executed value & period of work successfully completed similar works in during last 7 years (Copy of completion certificate mentioning work executed value & period of work to be enclosed) | Yes / No |
| 8 | Copy of PF& ESI Regn. Certificate (Enclose Documents) | Yes / No |
| 9. | Copy of registration under GST & GSTIN. (Enclose Documents) | Yes / No |
| 10. | Scope of work read & understood | Yes / No |
| II. Price Bid (Part-II) sealed envelope | | Yes / No |
| 1. | Filled up Price Bid (Part –II) | Yes / No |
| III. Part –I, EMD , Part –II should be in sealed envelopes and all to be put in a single sealed outer envelope super scribing the Tender Reference with tender open date , Name of work and Name & Address of the Tenderer on outer envelope | | Yes / No |

CONTRACTOR

EMPLOYER

(Signature with Official Seal)



ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಮಹಾಪ್ರबंधಕ / ಫಿ.ಸಿ.ಎ.
S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

Annexure - I

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) dtd:.....
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 :
Rs.....Lacs
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:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs 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 years 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

CONTRACTOR

EMPLOYER

(Signature with Official Seal)

S. Vishwanath
 ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಎ.
 एस. विश्वनाथ, उप महाप्रबंधक / ए.सी.ए.
 S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
 BHEL-EDN, MYSORE ROAD, BENGALURU-560026

ANNEXURE-II

GUIDELINES FOR REVERSE AUCTION PROCEDURE

Terms & Conditions of Reverse Auction

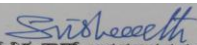
Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The reverse auction shall follow the philosophy of English Reverse (No ties).

1. For the proposed reverse auction, only techno-commercially qualified bidders shall be eligible to participate.
2. 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).
3. Business rules along with RA event schedule, bid decrement, extension etc. also will be communicated through service provider for compliance.
4. Bidders are required to submit their acceptance to the terms/conditions/modalities in the process compliance form to be submitted to the service provider before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
5. 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” shall include total basic cost, packing & forwarding charges, taxes and duties covered under GST, freight charges, insurance, any other cost indicated by vendor for execution of the contract 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.
6. 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.

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಒ.
एस. विश्वनाथ, उप महाप्रबंधक / ई.सी.ओ.
S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

7. Any variation in the final RA bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
8. 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 guideline for suspension of business dealing with suppliers/contractors (as available on www.bhel.com).
9. The H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided only once and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
10. In case of failure of RA, sealed envelope price bids (of items(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelopes sealed bid(s) of techno-commercially acceptable bidders(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
11. 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, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
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.


Note: In case of enquiry through e-procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope pricebid.

13. **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಎ.
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BHEL-EDN, MYSORE ROAD, BENGALURU-560026

ANNEXURE –III

**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: _____

PIN CODE: _____

| | |
|-------------------|--|
| 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 | |
| 06 | 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) | |

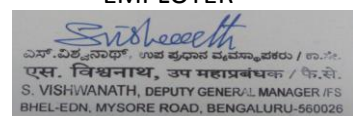
I certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL-EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons 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.

Cont'd...2

CONTRACTOR

EMPLOYER

(Signature with Official Seal)



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:

Telephone No. with STD Code

Company seal

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

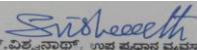
Please return completed form along with a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd.,

Attn:
Electronics Division, Mysore Road,
BANGALORE -560026

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮವಹಿಸುವವರು / ಇಂ.ಸಿ.ಎ.
एस. विश्वनाथ, उप महाप्रबंधक / ई.सी.ए.
S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

Part – II

PRICE BID

(To be submitted in a separate sealed cover)


NAME OF WORK: MAINTENANCE OF BUILDINGS, ROADS, DRAINAGES, SUMPS, SEWER LINES, ED'S BUNGALOW, GUEST HOUSE, PUMPS, ELECTRICAL SYSTEMS, GARDENS & BSCH AT BHEL- EDN TOWNSHIP.

Total: 07pages

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮದ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಎ.
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S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

SCHEDULE

NAME OF WORK: Maintenance of buildings, roads, drainages, sumps, sewer lines, ED's Bungalow, Guest House, Pumps, Electrical systems, Gardens & BSCH at BHEL- EDN Township.

| SL.NO. | Description of work | Qty./Unit | Rate | | Amount | |
|---------------------|--|-----------------------------------|------|-----|--------|-----|
| | | | Rs. | Ps. | Rs. | Ps. |
| Part-A | Maintenance of buildings, staircase/ balcony sweeping (common areas), cleaning of overhead tank, ground level reservoirs etc. including mason, plumbing, carpentry, electrical maintenance work. | | | | | |
| | <u>Labor wages for 32 nos.</u> | | | | | |
| | <u>Unskilled workers (Total-17 Nos.) :</u> | | | | | |
| | House Keeper - 17 persons | 328 days/person | | | | |
| | <u>Semi-skilled workers (Total-02 Nos.)</u> | | | | | |
| | (Pump operators) - 02 persons | 328 days/person 65 days/person | | | | |
| | <u>Skilled workers (Total-05 Nos.):</u> | | | | | |
| | Plumber - 02 person | 328 days/person | | | | |
| | Electrician - 02 persons | 328 days/person 65 days/person | | | | |
| | Office Clerk - 01 person | 328 days/person | | | | |
| | <u>Highly skilled workers (Total-08 nos.):</u> | | | | | |
| | Mason - 02 person | 328 Days/Person | | | | |
| | Carpenter - 02 person | 328 days/person | | | | |
| | Electrician - 02 persons | 328 days/person | | | | |
| | Supervisor - 01 person | 328 days/person | | | | |
| Manager - 01 person | 328 days/person | | | | | |
| | TOTAL | | | | | |

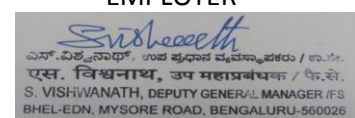
Note: (1) The detailed calculation of applicable wages, allowances and statutory payments are mentioned on page no..... 33...of this document.

(2) **CONTRACTOR IS TO PROVIDE SUITABLE LEAVE RESERVE IN ALL CATEGORY FOR ABSENTISM**

CONTRACTOR

EMPLOYER

(Signature with Official Seal)



| SL NO | MATERIALS DESCRIPTION | QTY | Unit | RATE Rs. | AMOUNT Rs. |
|-------|--|-----|------|----------|------------|
| | | | | | |
| 1 | Soap oil thick (scented) good quality (sealed Containers) | 300 | Ltrs | | |
| 2 | Phenyl (Scented) of good quality (Sealed Containers) | 480 | Ltrs | | |
| 3 | Toilet/bath Floor cleaning solution (950/1000 ml Bottle), branded Such as LIZOL,Harpic etc | 132 | Nos | | |
| 4 | Napthelene Balls of good quality | 24 | Kg | | |
| 5 | Urinal Cakes (50/60gm) | 600 | Nos | | |
| 6 | Air fresheners (75 gram Pkt) | 504 | Nos | | |
| 7 | Bleaching Powder (0.5 Kg Pkts) | 72 | Kg | | |
| 8 | Vim /Sabeena Powder(0.5 Kg Pkts) for utencil cleaning | 96 | Kg | | |
| 9 | Mopping Cloth Minimum size (1.25 feet x 1.25 feet) | 240 | Nos | | |
| 10 | Cleaning Cloth (Check cloth) Minimum size (1.25 feet x 1.25) | 240 | Nos | | |
| 11 | Bombay Brooms Branded Munkey/555 | 300 | Nos | | |
| 12 | Coconut Brooms (Big size) (Good Quality) | 600 | Nos | | |
| 13 | Sponge (Size minimum 6"x 3.5"x 2.5") | 60 | Nos | | |
| 14 | Caustic soda | 60 | Kgs | | |
| 15 | Room freshner Branded Odonil , Godrej Aer (240 /300 ml) | 144 | Nos | | |
| 16 | Floor wiper stick (width 24 inch) Branded Gala /E Clean | 24 | Nos | | |
| 17 | Wet moping stick,with Cotton Threads Branded Gala /E Clean | 24 | Nos | | |
| 18 | Harpic Toilet Cleaner (1000 ml) | 120 | Nos | | |
| 19 | Scrubber Pad/(Green) ,branded scotch bite | 60 | Nos | | |
| 20 | Toilet cleaning brushes | 96 | Nos | | |
| 21 | Cobweb cleaning stick | 24 | Nos | | |
| | Total | | | | |
| | (a) Contractor to quote basic price only | | | | |
| | (b) Mention GST % seperately | | | | |
| | (c) The Brand & Specification of above item as approved by the Engineer -in-charge | | | | |
| | (d) The above quantity is annual requirement. Proportionate quantity to be supplied monthly. | | | | |

CONTRACTOR

EMPLOYER

(Signature with Official Seal)

S. Vishwanath

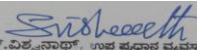
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 S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
 BHEL-EDN, MYSORE ROAD, BENGALURU-560026

| PART-D. MATERIALS FOR GARDEN MAINTENANCE WORKS | | | | | |
|--|--|-----|--------------|-------------|------------|
| SI No | MATERIAL DESCRIPTION | QTY | UNIT | RATE Rs. | AMOUNT Rs. |
| 1 | PVC Hose Pipe (Braided) 1" Diameter of good quality | 200 | Mtrs. | | |
| 2 | Red earth | 8 | Tractor load | | |
| 3 | Cowdung Manure | 8 | Tractor load | | |
| 4 | TOTAL | | | | |
| Note : | | | | | |
| (a) Contractor to quote basic price only | | | | | |
| (b) Mention GST % seperately | | | | | |
| (c) The Brand & Specification of above item as approved by the Engineer -in-charge | | | | | |
| (d) The above quantity is annual requirement. Proportionate quantity to be supplied monthly. | | | | | |

CONTRACTOR

(Signature with Official Seal)

EMPLOYER


 ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮವಹಿಸುವವರು / ಇಂ.ಸಿ.ಎ.
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 S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
 BHEL-EDN, MYSORE ROAD, BENGALURU-560026

| PART – E. SUPPLY OF SAFETY ITEMS BY THE CONTRACTOR (FIXED CHARGES) | | | | | |
|---|---|-----|-------|---------------|------------------|
| SI No | MATERIAL DESCRIPTION | QTY | UNIT | RATE Rs. | AMOUNT |
| | | | | | Rs. |
| 1 | Polyester Over Coats erul Steel grey Length 45`` shoulder 22`` sleeve 22`` | 29 | Nos. | FIXED CHARGES | NOT TO BE QUOTED |
| 2 | Cotton Apron for women Green casement ST 34`` Bottom width 64`` Lada 22`` on each sides with Two pockets at bottom – Length 26`` | 4 | Nos. | FIXED CHARGES | NOT TO BE QUOTED |
| 3 | Respiratory Mask (code V 90) | 100 | Nos. | FIXED CHARGES | NOT TO BE QUOTED |
| 4 | PVC Hand gloves acid/alkali proof Heavy duty cotton lining inside 16`` | 50 | Pairs | FIXED CHARGES | NOT TO BE QUOTED |
| 5 | Nylone Safty Hand Gloves | 100 | Pairs | FIXED CHARGES | NOT TO BE QUOTED |
| 6 | Cotton denim jeans Hand gloves 16`` | 12 | Pairs | FIXED CHARGES | NOT TO BE QUOTED |
| 7 | Life Buoy Soap for 12 Month (33 PersonX 12 month) | 396 | Nos. | FIXED CHARGES | NOT TO BE QUOTED |
| 8 | Safety shoes for contract workers, make: 'LIBERTY' with two pairs of socks. | 29 | Nos. | FIXED CHARGES | NOT TO BE QUOTED |
| 9 | Foot Wear (Saddle for ladies workers) | 4 | Pairs | FIXED CHARGES | NOT TO BE QUOTED |
| | TOTAL | | | RS. | NOT TO BE QUOTED |

(a) The Brand & Specification of above item as approved by the Engineer -in-charge

PART –F: SUPPLY OF UNIFORM WITH STITCHING CHARGES (FIXED

| SI No | DESCRIPTION | Total no. Workers | Set per worker | Rate including stitching/per person Rs. | Total Amount |
|-------|---|-------------------|--|---|-------------------------|
| 1 | Supply of Terricot uniform, approved quality and colour. (Including 01 no. leave reserved) | 29 | 2 (2 paints + 2 shirts) | FIXED CHARGES | NOT TO BE QUOTED |
| 2 | Supply of uniforms approved quality and colour for Female | 4 | 2 (2 sarees, 2 Blouse, 2 Petticoat) | FIXED CHARGES | NOT TO BE QUOTED |
| | TOTAL | 33 | | FIXED CHARGES | NOT TO BE QUOTED |

NOTE


(a) Uniform cost are as per BHEL approved rates

(b) The Brand & Specification of above item as approved by the Engineer -in-charge

CONTRACTOR

EMPLOYER

(Signature with Official Seal)


ಎಸ್. ವಿಶ್ವನಾಥ್, ಉಪ ಕ್ರಮದ ವ್ಯವಸ್ಥಾಪಕರು / ಇಂ.ಸಿ.ಎ.
एस. विश्वनाथ, उप महाप्रबंधक / ई.सी.ए.
S. VISHWANATH, DEPUTY GENERAL MANAGER /FS
BHEL-EDN, MYSORE ROAD, BENGALURU-560026

Price Schedule

(Contractor should quote in percentage)

NAME OF WORK: Maintenance of buildings, roads, drainages, sumps, sewer lines, ED's bungalow, guest house, pumps, electrical systems, gardens & BSCH at BHEL- EDN- Township.

| SL.NO. | Description of work | Contractor's profit/ Service charge (in percentage) |
|--------|--|---|
| 01 | Contractor's Profit/ Service Charge to carry out the work as per scope of work given in the tender. (To be quoted in percentage on the total labour wages and statutory cost). | -----% |
| 02 | GST rate to be quoted in percentage | GST @% |

| ABSTRACT | | | |
|----------|--|--|-------------------------|
| SL.NO. | DESCRIPTION OF SCHEDULE | | TOTAL AMOUNT RS. PS. |
| 1 | PART-A | LABOUR WAGES (Fixed charges) | 7498184.34 |
| 2 | PART-B | STATUATORY COST (Fixed Charges) | 1774055.69 |
| 3 | TOTAL- (A) | | 9272240.03 |
| 4 | PART-C | MATERIAL CHOSEN TO BE SUPPLIED BY CONTRACTOR (TO ENTER BASIC PRICE ONLY) | |
| 5 | PART-D | GARDEN MATERIAL COST (CONTRACTOR TO ENTER BASIC PRICE ONLY) | |
| 6 | PART-E | SAFETY ITEM COST (FIXED BASIC CHARGES NOT BE QUOTED) | 66605.00 |
| 7 | PART-F | UNIFORM COST (FIXED BASIC CHARGES NOT TO BE QUOTED) | 47850.00 |
| 8 | TOTAL MATERIAL PORTION - (SL.NO 4+5+6+7) | | |
| 9 | CONTRACTOR PROFIT ON TOTAL (On SL.no..3) (CONTRACTOR IS TO QUOTE) | |% |
| 10 | TOTAL - (SL.NO.3+8+9) | | |
| 11 | GST ON TOTAL SL.NO.10 (CONTRACTOR IS TO QUOTE) | |% |
| 12 | GRAND TOTAL (SL.NO. 10+11) | | |

AMOUNT IN WORDS: Rs.....

CONTRACTOR
SIGNATURE WITH SEAL

CONTRACTOR

EMPLOYER

(Signature with Official Seal)

