



Tender Document

Name of the work:

Annual Operation Contract
for
Air Conditioning and Chiller Plants at EDN

Opening Date:13.03.2020

This Tender document contains 39 pages



NOTICE INVITING TENDERS

- | | | |
|-----|---|--|
| 01. | Tender Reference | : FS/PMG/AC/OPC/2020-22
Date: 19.02.2020 |
| 02. | Name of the work | : Annual Operation Contract for AC and Chiller plants at EDN |
| 03. | Period of contract | : Two Years |
| 04. | Estimated Cost | : Rs.60.15 Lakhs (Excluding GST) |
| 05. | Earnest Money Deposit | : Rs. 1, 42,000/- |
| 06. | Last Date & Time for the receipt of Completed Tender. | : Before 1:00 PM on 13.03.2020 |
| 07. | Date & Time for Tender Opening (Technical Bid) | : At 1:30 PM on 13.03.2020 |
| 08. | Place of submission of completed Tender | : Tender document shall be dropped at FS&T tender box kept at Reception BHEL, Electronics Division, Mysore Road, Bangalore -26. |

This tender document contains **39** pages including the following.

I. Technical Bid : Pages from 1- 38 (part-I)

- 1) Information part, essential criteria, & other conditions
- 2) Instructions to tenderers
- 3) Scope of Work

II. Price Bid : Page No - 39 (part-II)

Note:

1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
2. The tenderer shall return the duly filled in tender document after affixing Signature on all pages.
3. **Earnest Money Deposit of Rs. 1,42,000/- in favour of BHEL-EDN as per Mode provided in Sl. No. C.1, Part – I (Techno-Commercial Bid)**

Or

If EMD exemption is claimed under MSME/NSIC, relevant valid certificate should be submitted in a separate sealed cover suitably super scribed.

Tenders will be liable for rejection if the above is not submitted.

- 4) Part-I, Part-II & EMD sealed covers to be put in outer Envelope and super scribing the Name of work and Name & Address of the Tenderer.



PART– I

1. TECHNICAL-CUM-COMMERCIAL BID
(To be furnished by the Bidder)

Name of work : Annual Operation Contract for Air Conditioning and Chiller Plants at EDN.

Tender Ref : FS/PMG/AC/OPC/2020-22, dt: 19.02.2020

Contract period: Two Years

A) : Information Part :

Sl. No.	Particulars	To be filled by Bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone Number:	
	Office:	
	Residence:	
	Mobile No:	
5.0	Email id:	



B) : Essential Criteria for Techno - Commercial Acceptance of Bid.

S.N	Particulars	To be filled by Bidder
1.0	Experience Certificate for successfully completed similar works during immediate last 7 years from the date of this tender opening as mentioned below: (<i>Similar work means : Operation/maintenance contract for central/package air conditioning plants</i>) (<i>Values mentioned below inclusive of taxes</i>) One work not less than 56.78 Lakhs or Two works of not less than 35.49 Lakhs or Three works of not less than 28.39 Lakhs (Copy of performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy is not adequate)	
2.0	Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be 30% of the estimated cost as mentioned against each work in this notice. (Tenderer should mandatorily submit copies of IT Returns, Balance Sheet, Profit & Loss statement certified by qualified Auditors/Chartered Accountant)	Yes/No
2.1	Turn over - Previous financial year	Rs.
2.2	Turn over - 1 year before previous financial year	Rs.
2.3	Turn over- 2 years before previous financial year	Rs.
3.0	Whether Registered with ESI / PF Authority	Yes/ No
3.1	If Yes, indicate PF Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
3.2	If Yes, indicate ESI Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
3.3	If No, Is the tenderer willing to pay the ESI and PF contribution subject to BHEL Terms and conditions.	Yes/No
4.0	Security Deposit Clause as per NIT	Acceptable/ Not Acceptable

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



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C) : Other conditions:

1	Form of EMD furnished • Bankers Cheque /DD / Pay Order / Cash(as permissible under the Income Tax Act) • EFT details of fund transfer credited in BHEL A/c • SBI Collect Document No. to be mentioned	
2	Electronic Funds Transfer(EFT) form (Ref Annexure III in the Tender Document) Duly Filled and certified through bank may be enclosed	Enclosed/Not Enclosed
3	Scope of work & General Conditions of Contract & NIT (Annexure IV)	Acceptable/ Not Acceptable
4	Contract period mentioned in NIT	Acceptable/ Not Acceptable
5	Payment Terms defined in NIT	Acceptable/ Not Acceptable
6	PAN No. of Tenderer (Copy of the same to be enclosed)	Enclosed/Not enclosed
7	GSTIN (Copy of the same to be enclosed)	Enclosed/Not enclosed
7.1	If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill	Acceptable/ Not Acceptable
8	Taxes quoted in price Bid. Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST
9	SAC /HSN Code for the service tendered	



Additional Documents required to be submitted

- 1) Copy of PAN/GIR No. Registration Certificate issued by Income Tax Authority
- 2) Copy of ESI/PF Registration Certificate
- 3) Copy of GST Registration Certificate
- 4) Income Tax Returns for last Three years
- 5) Overdraft facilities available with the agencies
- 6) Balance Sheet and Profit & Loss Account for the last Three years
- 7) Annual Turnover for the last Three years duly certified by auditor
- 8) Work on hand (Required for bid capacity).
- 9) Registration with BHEL/Dept. of Labour/any other Govt. Institutions, if any

Special Conditions of Tender:

- 1) Bidders should have their Business office/Branch office at Bangalore with adequate Administrative/Technical staff for regular interactions/monitoring of work.
- 2) Bidders should require study the prevailing market trend of labours/other relevant statutory requirements before quoting and submit their competitive price.
- 3) Tenderers should not disclose any price bid details/discounts in the techno-commercial bids



2. INSTRUCTIONS TO TENDERERS

Name of work: Annual Operation Contract for Air Conditioning and Chiller Plants at EDN.

1. Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to AGM (FS & I), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
- 2.1 The local address of the Contractor, 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 the tender documents should be in the same ink. Erasures and over writing are 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. **The bidders are required to submit / drop duly filled in tender document within the specified date and time in the FS&T tender box (Box No.7) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026.** Tenders received after the due date & time of opening of tenders will not be accepted. All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.
5. **The tender documents are available in the BHEL web site: www.bhel.com / Central Public Procurement Portal: eprocure.gov.in under heading Tender Notifications. Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only.**
6. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
7. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule.
8. In case the rate quoted in figures differ from those quoted in words, then
(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.
9. **Before quoting the rates, the tenderer shall thoroughly go through all terms and conditions especially regarding welfare measures to be provided by the contractor and BHEL - EDN notified wages.**
10. Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for the items shown in the attached Price schedule:Part-II. These rates shall be for the finished work at site. **The rates shall include payment of any additional incentive to the workmen deployed in the contract and also expenses towards PF & ESI contributions and Bonus (as per Bonus act) except GST.**
11. **As a welfare measure towards his workers who may be deployed under this contract, the Tenderer must consider Rs. 40/- per day per person for Transport Allowance and Rs. 10/- per day per person towards Attendance Bonus and take it into account for the purpose of Estimate and the quoted rate shall be inclusive of the above incentives as well. Further, the Tenderer shall include Washing Allowance @ Rs.125 per month per person payable to his workers deployed under this contract in the estimation and quote unit rate inclusive of such allowance.**
12. The rates to be quoted by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF etc payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed thereunder]. The rates shall further be deemed to include statutory levies arising from such acts, Central or State, which may come into force, subsequent to submission of Tender.
13. **Evaluation shall be on the basis of delivered cost i.e. “Total Cost to BHEL”. Total Cost to BHEL shall include Total Basic cost, ESI/PF contributions, Bonus, Uniform & Safety items, GST and any other cost indicated by vendor for execution of the contract. GST to be quoted separately in Part-II: Price Bid.**
14. **Unpriced Price Bid - A copy of signed/sealed price bid without indicating the prices should be enclosed alongwith techno-commercial bid.**



15. Goods and Services Tax (GST):

15.1 BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.

15.2 The Bidder shall mention his GSTIN number in all quotations and Invoices submitted.

15.3 The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.

15.4 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, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.

15.5 Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.

15.6 Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.

15.7 For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.

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

15.9 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

15.10 The changes in GST rates due to statutory amendment of GST ACT during the course of the contract will be paid as applicable

16. (a) The rates quoted in the tender shall remain valid for a period of ‘THREE MONTHS’ from the date of opening of tender.

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

17. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).

18. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the



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agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.

19. Details and quantities of each item of work shown in the "Bill of Quantities" attached here to be only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the Bill of Quantities attached here to.
20. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

21. In the event of 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 the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
22. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
23. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalisation of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.
24. The EMD may be submitted in following forms:
 - a) Cash deposit as permissible under the extant of Income Tax Act (before tender opening only)
 - b) Electronics fund transfer credited in BHEL account. (before tender opening only)
The link to make EMD payment is given below.
<https://www.onlinesbi.com/preloging/icollecthome.htm?corpID=5083>
Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others
Further to select payment nature and proceed as per the screen message.
 - c) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)



25. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
26. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two 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.
27. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
28. Conditional and unsigned tenders, tenders containing absurd rates and amounts, 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.
29. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
30. Tenders submitted by post should be sent by “Registered Post with Acknowledgement due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
31. The Contractor’s responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
32. **Fraud Prevention Policy:**

“The Bidder along with its associate/Collaborators/Sub-Contractors/sub-Vendors/Consultants/Service Providers shall strictly adhere to BHEL Fraud



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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.”

33. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).
34. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
35. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
36. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
37. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special conditions of contract shall prevail.
38. The expenses for completing the stamping the agreement shall be paid by the contractor.
39. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.

40. CONTRACTOR'S STATUTORY LIABILITY

- 40.1** The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour (Prohibition & Regulation) Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Prevention of sexual harassment at workplace Act 2013, Equal Remuneration Act 1976, Guidelines/notification related to Safai



Karmachari Act (as applicable) and other relevant laws/Rules applicable. The contractor shall also comply with applicable Acts/Rules, provisions, regulations, notifications and amendments made thereunder by concerned authorities from time to time.

- 40.2** Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 40.3** Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.
- 40.4** The trends of changes of Basic + VDA (as declared by the appropriate Government Agency in Karnataka for Engineering Industry) + Corp. Additional Amount of BHEL from the last 02 years is given below:

Category	01/04/2018 to 31/03/2019				01/04/2019 to 31/03/2020			
	Basic	VDA	Corp. Addl. Amount	Total	Basic	VDA	Corp. Addl. Amount	Total
USW	Rs. 445.69	Rs. 26.25	Rs. 123.08	Rs. 595.02	Rs. 445.69	Rs. 33.73	Rs. 123.08	Rs. 602.50
SKW	Rs. 539.28	Rs. 26.25	Rs. 157.69	Rs. 723.22	Rs. 490.25	Rs. 33.73	Rs. 157.69	Rs. 730.70
HSW	Rs. 593.21	Rs. 26.25	Rs. 173.08	Rs. 792.54	Rs. 593.21	Rs. 33.73	Rs. 173.08	Rs. 800.02

In addition to above, contractor shall pay Attendance Bonus @ Rs. 10/- per day, Transport Allowance @ Rs. 40/- per day and Washing Allowance @ Rs.125/- per month to contract labours.

Any periodic change in Minimum wages and statutory compliance as notified by appropriate Govt. agencies or thereof during the contract period shall be borne by the contractor. However pursuant to any unforeseen changes in wage structure including changes in basic wages and other components as directed by Govt. directives or BHEL, the contract terms & conditions for wage structure & its impact on the Job/Works contract will be reviewed and suitably compensated by BHEL.

- 40.5** Subject to any other clause in this contract to the contrary, any additional allowance / special incentive over and above the prescribed minimum wages, if



so directed by the company (BHEL), shall be payable by the contractor along with applicable statutory dues, which will be reimbursed by the Company.

- 40.6** Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- 40.7** Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- 40.8** If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in sub clause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/-) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for contract labour deployed by him who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for contract labour deployed by him who are not covered under ESI Act, along with his monthly bill.
- 40.9** Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 40.10** Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL. These returns shall be subject to verification whenever the statutory authorities/ inspectors visit BHEL for inspection of records of the contractors.
- 40.11** Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 40.12** In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 40.13** Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.
- 40.14** The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.



- 40.15** Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 40.16** The Engineer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's 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 his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.
- 40.17** Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. **The contractor shall also indicate ESI No. and PF No. in the techno-commercial bid.**
- 40.18** **Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractor.**
- 40.19** Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 40.20** **Contractor shall observe provisions of Factories Act /any other Statutory Bodies in respect of working hours, holidays, rest intervals, leaves and overtime to his employees who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL/ Factories Inspector /any other Statutory Bodies factory in separate. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.**
- 40.21** Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period without linking it to BHEL payments, and to ensure disbursement through Bank account of contract labours and subsequently obtain their signatures in the wage payment register.
- 40.22** Contractor shall obtain license under CL (R&A) Act, 1970 or amendments thereof if applicable.

41. GENERAL TERMS & CONDITIONS

Engineer-in-charge shall give overall instructions to the contractor or his authorised representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained



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will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor/his authorized Supervisor exclusive for this work only.

- 41.1 The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.
- 41.2 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within the specified time in the notice and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.
- 41.3 The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 41.4 Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 41.5 The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for the contract period from the date of commencement of work, after issue of Work order/LOI. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

42. TERMS OF PAYMENT:

Payment will be made on **Monthly basis** against your invoice after satisfactory Services of each month, on submission of bill, against the certification by Supervisor / Executive in charge. Please note that the following documents shall be submitted along with the First Running Bill.

- (a) Attendance sheet, wage register for the month, duly signed by the Engineer in charge of the contractor.
- (b) ESI & PF Statement with ECR as per formats prescribed by BHEL.
- (c) ESI & PF Challan.
- (d) Delivery Challan for having supplied the Uniform & Safety Items and proof for having issued the same to their employees.
- (e) Receipt / Proof for having paid Security Deposit amount.



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Please note that the following documents shall be submitted along with the subsequent Running Bills.

- (a) Attendance sheet and Wage Register for the month duly signed by the Engineer in charge of the contractor.
- (b) ESI & PF Statement as per the formats prescribed by BHEL.
- (c) ESI & PF Challan.
- (d) Any other information regarding ESI/ PF as to be full filled by the contractor.

43. SECURITY DEPOSIT

43.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract Value.

43.2 Security deposit may be furnished in any one of the following forms

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

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (v) above will subject to hypothecation or endorsement on the document in favour of BHEL-EDN. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.



44. REVERSE AUCTION

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

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

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

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

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

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”



3. SCOPE OF WORK:

The operation contract calls for deployment of Highly skilled and skilled operators to meet operational requirements of AC and Chiller plants as below:

A) Details of AC and chiller plants and Operational requirements:

S No	Location/Name of the AC plant	Capacity of AC plants	No. of shifts per day
01	a) East 1 st floor AC plant	55 TR x 2Nos	One shift (General Shift)
	b) East annex 1 st floor AC plant	11 TRx3 Nos 5.5 TR x 1 No	
02	a) HVDC AC plant	11 TR x 3 Nos	One shift (General Shift)
	b) PV AC Plant	129 TR x 1 No	
03	a) System testing (screw chiller) AC plant	185 TR x 2 Nos	One shift (General Shift)
04	a) East ground floor AC plant	88TR x 1 No.	Two shifts (I st and second shifts)
	b) Devices AC plant	66 TR X 1 No.	
05	a)East annex 'G' floor AC plant	11 TRx3 Nos 5.5 TR x 1 No	Three shifts(Ist, IInd and Night shifts)
06	a) 105 MW Cell Line AC Plant	150 TR x 1 No 33 TR X 3 Nos	Three shifts(First, Second and Third shifts)
	b) 105 MW Cell Line chiller plant plus merged process chiller line of PV and devices area	125 TR x 2 Nos	

Note:

1. All the working days (excluding Sundays and paid holidays) and shift hours of BHEL-EDN will be applicable during the period of contract. The AC requirements for the plant will be catered on paid holidays and Sundays (52 Sundays + 12 paid holidays =64 working days) based on user requirements by changing the weekly offs of existing operators and no extra operator to be deployed on such Off days.
2. BHEL shift working hours:
 1. General shift 7.30 AM to 4.36 PM (Mon to Fri)
7.30 AM to 12.30 PM (Sat)
 2. First shift 6.00 AM to 2.00 PM
 3. Second shift 2.00 PM to 10.00 PM
 4. Third shift 10.00 PM to 6.00 AM



The requirements during overtime period for extended working of all ac plants (which are operated in General shift only) will be catered by adjusting operators in staggering shifts.

B) Scope of works includes the following

1. The contract is for operation of AC and chiller plants listed in Scope Of work 3 (A) above. The detailed scope of work is enumerated here under. The operation of AC and chiller plants work quotation has to be given in the price Bid format (Part –II).
2. The contractor shall deploy at least nine (9) AC operators on working day (as per 3A scope of work) across shifts for smooth operation of AC plants as per instructions of Engineer Incharge. One of the operator should be Highly Skilled and should be able to supervise daily operation activities along with operation. Other Eight (8) operators should be skilled for daily operational activities of AC and chiller plants. In case of no show of operator, proportionate deductions will be made from the monthly payments
3. The operational parameters such as temperatures, humidity etc. shall be monitored continuously and the same shall be entered in the logbooks during the operation. The logbooks shall be produced to Executive In-charge of FS dept and signature obtained every day.
4. The operators, besides operating plant and systems, will also undertake minor works like cleaning of pre filters as per instructions of engineer in charge and attending to gland leakages of pumps and, condensate leakages of the same.
5. The operators have to follow the procedures that are displayed in the plant for operation and maintenance of AC and Chiller systems.
6. The operators shall be vigilant about the wear and tear in the plant including refrigerant gas leakage, oil etc, which is detrimental to the environment and report the same to the Engineer In-charge immediately besides reporting in the logbook. In order to avoid refrigerant leakage, operator shall, at the beginning and at the end of day's operation check for gas leakage by (i) Soap solution method and (ii) Looking for oil traces anywhere in the refrigerant circuit.
7. It is operator's responsibility to monitor the healthiness of the plant and look for abnormalities like noises, vibrations, abnormal heating, any wear and tear and report to the Engineer In-charge.
8. The operators shall report to duty at our works every day at the concerned plants, at the respective shift commencement hours as per shift timings Wage cut/leave will be affected for late reporting. Attendance recording system prevailing in the company will be applicable. The plant shall not be left unmanned while in operation. The contractor shall obtain necessary entry passes for their operators and issue to their employees.



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9. The requirement of plants covered and operators required will be reviewed after a period of one year based on up gradation/deletion/operational requirement of plants. Accordingly payment will be made on pro rata basis after review.
10. The Contractor shall provide duly calibrated sling psychrometer 6 Nos to record the parameters of the conditioned area in the log book. The contractor should provide lifebuoy soap per month to each operator during the contract.
11. The vendor has to make payment for the unused Earned leaves at the end of the year based on actual attendance.
12. The Contractor should make provision of reliever in case of absence of operator. Any overtime arising out of absence/no show of operator (other than adjustment of weekly off) has to be borne by the contractor. The overtime shall be paid as per factory/statutory rules and labour laws.
13. The contract will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
14. The contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
15. Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstance the contractor will deploy any casual employee to carry out the job nor shall sub contract the job without prior written permission from BHEL.

C. NAME OF WORK: ANNUAL OPERATION CONTRACT FOR AC AND CHILLER PLANTS IN BHEL-EDN

MANPOWER REQUIRED PER DAY				
SL NO.	WORK DESCRIPTION	CATEGORY	SEX	NOS
1	SUPERVISOR CUM OPERATOR	HSW	MALE	01
2	AC OPERATORS	SW	MALE	08
		TOTAL		09

STATUTORY COST FIXED CHARGES

1. Wages incl. VDA and BHEL Corp. Addl. Amount
2. Wages for EL @ 15 days per labour per annum
3. Wages for NH & FH @ 12 days per labour per annum
2. Attendance Bonus @ Rs.10/-per day



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3. Transport Allowance @ Rs.40/- per day
4. Washing Allowance @ Rs.125/- per month
5. Add PF @ 12% on (Basic + VDA + BHEL Corp. Addl. Amount + Attendance Bonus)
6. Add ESI @ 3.25%
7. Add Bonus @ 8.33% on (Basic + VDA + BHEL Corp. Addl. Amount Or Rs. 7000/- whichever is higher)
8. P.F Admn. Charges @ 1.00%
9. Add GST @ 18%

DAILY WAGES

1. Highly Skilled - Rs. 800.02 (per Manday)
2. Skilled - Rs. 730.70 (per Manday)

D. LIST OF UNIFORM AND SAFETY MATERIAL TO BE ISSUED FOR THE LABOURERS ENGAGED FOR CONTRACT PERIOD.

Sl.No.	Description of Item	Quantity
1	Supply, Stitching and issue of 2 sets of Uniform (Terricot) of approved quality & colour (2 Pants + 2 Shirts for each worker)	Two Pairs for each per year (Total: 18 Pairs)
2	Safety shoes for male contract workers of (Libert Acme/Black Steel/Karam brand) with 2 sets of socks	One Pair for period of two years (Total: 09 Pairs)
3	Nose Mask - Dust Free Respirator	01 Nos to each labour per month (Total: 216 Nos)
4	Sling Psychrometers	Total 6 Nos
5	Supply and issue of Lifebouy Soap(125gms eac to the contract workers	01 Nos to each labour per month (Total: 216 Nos)

Note:

- 1) The brand and specification should be approved by the Engineer-in-charge.
- 2) All Uniform and safety materials for the labourers engaged should be supplied as per the list enclosed.
- 3) The rate quoted shall be inclusive of supply of Uniform & safety materials also. No separate payment will be given on account of this.



SPECIAL INSTRUCTIONS

1. 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.
2. The contractor shall not transfer or submit the work to any one 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.
3. 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.
4. Whenever 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 or such amount may also be deducted from any sum due or from any sum which at any time thereafter 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 work.
5. 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 OF BHEL for purpose of recovery from the contractor.
6. All items of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of BHEL and the contractor or his agent approved by the company each day on completion of work.
7. If any controversy regarding performance of any item of work is there it has to be settled before signing on the register by parties on the same day. No objection will be entertained after the contractor/his supervisor has signed in the register.
8. Without prejudice to 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 to enlistment of the work for the balance contract period after the death of the contractor.



9. **The contractor shall disburse the wages through Bank Account of Contract labours and obtain their signature in the payment register on or before 7th of every month, if it falls on Sunday/Holiday, payment shall be made on previous day.**
10. The rates of wages should be quoted inclusive of ESI & PF. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above and the details of amounts remitted towards their PF & ESI for each month to be enclosed.
11. 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.
12. The contractor shall comply with the provisions of the payment of Wages Act 1936, minimum wages Act 1948, Workmen's Compensation Act 1923 and other statutory law relating thereto and made thereunder from time to time.
13. The contractor shall comply with the provisions of the workmen's compensation Act 1923, the payment of the wages Act 1936, Factories 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, his 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.
14. 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 and 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 and obtain individual insurance and PF number and shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract labourers engaged by him.
15. Regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees' contributions and



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his own contribution thereon) 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.

16. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed thereunder, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner through H.R. department, EDN BHEL and produce the Photostat copy of the challan receipt of monthly remittance of the contractor. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as Principal Employer.
17. 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.
18. This arrangement is purely on temporary license basis & it is subject to the extension/renewal slowly at the option & discretion of the management of BHEL.
19. 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 & cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited.
20. The contractor shall follow such Act, rules & regulations of the State/Central Govt that are in force & that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statutes in force by the contractor.
21. 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.
22. **Statutory Deduction such as TDS towards Income Tax and GST TDS** will be made as per Rules from the bills payable to contractor.
23. **Signature of the Parties**
A contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 200/- (or as per current rate of stamp duty applicable on the day of agreement) to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.



24. The Job contractor shall maintain following Registers under Contract Labour (Regulation and Abolition) (Central) Rules, 1970 / other Acts applicable.

- i) Muster Roll – Form No. (XVI)
- ii) Register of Workmen Employed by Contractor – Form No. (XIII)
- iii) Wage Register – Form No. (XVII)
- iv) Register of Over Time – Form No. (XXIII)
- v) Register of Fines – Form No. (XXI)
- vi) Register of Advance – Form No. (XXII)
- vii) Register of Wages cum Muster Roll – Form No. (XVIII)
- viii) Wage Slips – Form No. (XIX)
- ix) Employment Cards – Form No. (XIV)
- x) Register of Deduction for Damage of Loss – Form No. (XX)
- xi) Service Certificate – Form No. (XV)
- xii) Registers under Equal Remuneration Act
- xiii) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
- xiv) Bonus Register – Form C under payment of Bonus Rules 1975
- xv) Accident Register
- xvi) ESI/PF challans, records, Registers and returns under ESI/PF Acts.
- xvii) Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him



ARBITRATION & CONCILIATION

1: Conciliation

- 1.1 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 1.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.
- 1.3 The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

2: Arbitration

With a Sole Arbitrator:

- 2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the '**Dispute**'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the '**Notice**'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.
- 2.2 The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.



2.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).

2.4 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is issued.

2.5 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

3: IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:

3.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.”

3.2. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.



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GENERAL CONDITIONS OF CONTRACT

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 2019 which has been read and accepted by me/us.



SAFETY CODE

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

1. Before commencing the work, contractor submit a “SAFETY PLAN” to the authorised 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 authorised 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 authorised BHEL officials:
 - (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 authorised BHEL official who shall have the right to ban the use of any item.

All electrical equipment's, 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 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.



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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 authorised 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 liquid 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 authorised 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's 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 from payments due to the contractor after holding an appropriate enquiry.

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 authorised 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 authorised 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 authorised 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.

HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- Compliance with applicable Legislation and Regulation
- Setting objectives and targets to eliminate/control/minimise environmental pollution, risks due to Occupational Health and Safety Hazards.
- Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.
- Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
- Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
- Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management Programs for continual improvement.
- Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
- Communication of HSE Policy to all employees and interested parties.
- Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.



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 Account that the investment of the company as per the latest audited financial year **as per MSMED Act 2006 is as follows:**

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 Industry vide its notification No.S.O.1722 (E) dated October 5,2006:

Rs.Lacs.

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 as may be notified under the MSMED Act, 2006:

Rs.Lacs.

The above investment of Rs. Lacs in within the permissible limit of Rs..... Lacs forMicro / Small /Medium (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/yy) 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



ANNEXURE-II

TERMS & CONDITIONS FOR REVERSE AUCTION

Against this enquiry for the subject item/s with detailed scope of work 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 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.
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



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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 price bid.



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: _____

Address: _____

Permanent account Number (PAN): _____

City: _____

PINCODE

--

STATE

--

Contact Person(s) _____

Telephone No: _____

Fax No: _____

E-Mail-Id: _____

1. Bank Name: _____

2. Bank Address: _____

3. Bank Telephone No: _____

4. Bank Account no: _____

5. Account Type: Saving/Cash Credit _____

6. 9 Digit Code Number of Bank and
branch
Appearing on MICR cheque issued by
Bank _____

7. Bank Swift Code (applicable for EFT
only) _____

8. Bank IFSC Code(applicable for RTGS)

9. Bank IFSC Code (applicable for NEFT)



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

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

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:

Designation:

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 alongwith a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd. Electronics Division, Mysore Road, BANGALORE -560026



ANNEXURE – IV

DECLARATION OF ACCEPTANCE TO TERMS & CONDITIONS

1. I / we have understood clearly the areas, scope and nature of works and terms and conditions and shall scrupulously abide by the same.
2. As a registered contractor, I / we have understood clearly of our sole responsibility to faithfully comply with all the, requirements, Labour Laws including the Factories Act/, Minimum Wages Act /, Contract Labour (Regulation & Abolition) Act/, Workmen Compensation Act/, ESI Act/, PF Act/, Payment of Bonus Act/, Sales tax and Taxation Acts and others as applicable from time to time and M/s. BHEL-EDN or its officers shall not in any way be held responsible for any failure or violation on our part.
3. I / we have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me/us under the contract promptly in due time and rated irrespective of whether M/s. BHEL-EDN has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than the minimum wages prescribed and in force at the relevant period.
4. I / we agree to maintain all types of registers applicable under the prevailing labour laws and produce them for verification as and when called by the officers of BHEL-EDN/Inspecting authorities.

SIGNATURE OF THE CONTRACTOR

Date:

Name:

Place:

Address:



PART II: Price Bid

Factory Services
FS/PMG/AC/OPC/2020-22

Schedule of work:

SL. NO	Description	Unit	Qty	Rate/Unit (exclusive of GST) (in Rs)	Amount (in Rs)
1.	Operation of AC and Chiller plants located in BHEL Electronics Division. Total 10 AC and chiller plants (10*602 =6020) a) Operation of AC plants as per work instructions, during power failures or as instructed. b) Checking of leakages of plant equipments. c) Recording readings and breakdown related plant issues in log book. d) Cleaning of pre filters, attending Gland leakages of pumps as per instructions. e) Up-keeping of plants as instructed.	Nos	6020		

GST @ (%). : * IGST/SGST +CGST/UGST +CGST _____

GST (in Rs). : _____

Total amount in Rs. : _____

Total amount in words
.....

* Please tick applicable GST and mention percentage