

TENDER

(TENDER No. CFP/MNT/2016-17/04)

Dated 13.07.16

**AMC OF ELECTRICAL MAINTENANCE/WORKS
AT BHELTOWNSHIP & PLANT
RUDRAPUR (U.K.)**



**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
RUDRAPUR – 263153 (U.K.)**



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(1)



BHARAT HEAVY ELECTRICALS LTD.
Component Fabrication Plant
RUDRAPUR-263153

Phone No. 05944-257282

Fax.

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NOTICE INVITING TENDER(NIT)

Date : 13.07.16

From :
Sr.Eng(Civil/MNT)
BHEL, CFP
Rudrapur(U.K.) -263153

To : M/s _____

Dear Sir,

**NAME OF WORK : AMC OF ELECTRICAL MAINTENANCE AT BHEL TOWNSHIP & PLANT,
RUDRAPUR (U.K.)**

Sealed Tenders in two parts viz., (i) Techno-Commercial bid & (ii) Price Bid are invited for the work mentioned above from bidders (who fulfill the qualifying criteria) as mentioned below:

Nature of work	Period of Contract	Estimated Value of the work	Earnest money deposit (in Rs)	Last date of issue of Tender date & time	Tender submission date & time	Tender opening (Part 1)date & time
AMC of Electrical Maintenance/works at BHEL Township & Plant	Two years	Rs 23.90 lakh(inclusive all taxes)	Rs. 60,000/- To be accompanied with techno-comm. bid (Part 1)	16/08/2016 (12.00 pm)	16/08/2016- (2.00 pm)	16/08/2016 (3.00pm)

Name & Signature of Bidder

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Seal TENDER NOTICE NO. CFP/MNT/2016-17/04 dt: 13/07/16

Address for submission & opening of Tender:

If through courier;

Office of HoD(MNT/Civil)
BHEL, CFP,
Rudrapur-263153(UK)

If delivered in tender box;

Tender Box Provided At
New Administrative Building
M.M. Department,
BHEL-Rudrapur-263153(UK)

The tender document must enclose the non-refundable cost of tender documents along-with the techno-commercial bid in form of DD(preferably from SBI) drawn in favor of "BHEL" payable at Rudrapur. Tender document can also be obtained in person by contacting the office of Sr. Eng(civil/Mnt) along-with request letter and non-refundable tender cost of Rs 200 or by post/courier by sending a DD of Rs. 250.00 in favor of BHEL payable at Rudrapur. Offer is to be submitted in two parts as per cl. 3 of Special terms & conditions in sealed envelope duly super scribed as:

"AMC OF ELECTRICAL MAINTENANCE AT BHEL TOWNSHIP & PLANT, RUDRAPUR (U.K.)"

TENDER No. CFP/MNT/2016-17/04dated: dt:13/07/16 " due dt:--/--/16

Bidders are advised to regularly visit BHEL website for any Errata / Addendum / Extension / corrigendum to this tender hosted on BHEL website www.bhel.com.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read, understood& agreed to, and each page of the tender offer has been signed & stamped.

Signature of Authorized person(s) :
Name and designation of Authorized Person(s) :
Bidder(Name of organization) :



(II)

GENERAL CONDITIONS OF CONTRACT(GCC) (INTERPRETATION AND DEFINITIONS)

1. Definitions

- (a) Company shall mean Bharat Heavy Electricals Ltd. having its register office at RUDRAPUR, Post Office and Town RUDRAPUR, in the State of U.K. and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- (b) The “Accepting Authority” shall mean Head of Department(Civil/Mnt), BHEL-CFP-RUDRAPUR.
- (c) The “Contract” shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Bharat Heavy Electricals Ltd. RUDRAPUR and the contractors together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rate and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- (d) The “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successor of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- (e) “Engineer-in-charge” shall mean the engineering officer appointed by the under taking or his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this contract.
- (f) “Expected Risks” are risks due to riots (otherwise than among Contractor’s employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war rebellion, insurrection, military or usurped power any acts of government, damage from aircraft, acts of god, such as earthquake lightning and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority of causes solely due to use or occupation by the Company of the part of Works in respect of which a certificate of completion has been issued or a cause solely due to Company’s fault design of Work.
- (g) “Market Rate” shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labor at the site where the work is to be executed, plus 15% to cover all over- heads and profit.
- (h) Schedule(s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by the company or the standard schedule of Rates prescribed by the Company and the amendments thereto issued from time to time.
- (i) The “Site” shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the company or used for the purposes of the contract.
- (j) “Temporary Works” shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
- (k) “Urgent Works” shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- (l) The “Works” shall mean the works to be executed in accordance with the contract or part[s] thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent as required performance of the Contract.



2. Performance

The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

3. Work to be carried out

The work to be carried out the contract shall except as otherwise provided in these conditions, includes all labor, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include waste no materials, carriage and cartage carry in returns of empties, hoisting, setting, fitting, and fixing in position and all other labor necessary in and for the full and entire execution completion as aforesaid in accordance with good practice and recognized principles.

4. Inspection of Site

The contractor shall inspect and examine the site of work and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the work and to means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed after submission of offer/award of work.

5. Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his work and of the rates and prices quoted in the Schedule of Quantities which rates and price shall, except as otherwise provided, cover all his obligation under the contract and all matters and things necessary for the proper completion and maintenance of the works.

6. Discrepancies and Adjustment Errors

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general conditions.

- (a) In the case of discrepancy between schedule of quantities the specifications and/ or the drawings, the following order of preference shall be observed:
- (i) Description in Schedule of Quantities.
 - (ii) Particular Specification and Special Condition if any.
 - (iii) General Specifications.
- (b) If there are varying or conflicting provisions made in any one document forming part of the contract the accepting authority shall be the deciding authority with regard to the intention of the document.
- (c) Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or form any of his obligations under the contract.

7. Deviations / Variations, Extent & Pricing

The Engineer-in-charge shall have power (i) to make alteration in omissions from, additions to or substitution for, the original specifications and instructions that may appear



to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Work in case of non- availability of a portion on the site or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alteration, omissions additions, or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation. Rates for such additional, altered or substituted work shall be determined by the Engineer-in-charge as follows:

- (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders. Where two or more schedules of quantities may form part of contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- (ii) If the rate for any altered , additional or substituted item of work is not specified in the schedule of quantities , the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedules of quantities form part of the contract, the rate shall be derived from the nearest similar items in the bill of Quantities of the particular parts of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- (iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub- paras (i) and (ii) above, then such item of work shall be carried out at the rate entered in the Schedule of Rates plus/ minus the percentages by which the tendered amount of the works is higher or lower than the pre-priced amount shown in the Schedule of Works. (Applicable to Lump-sum Contracts based on pre-priced Schedule of Works.)
- (iv) If the rate for any altered , additional or substituted item of work cannot be determined in the manner specified in sub paras [i] to [iii] above, then the rate for such item of work shall be derived from the schedule of rates specified in sub-para [iii] above plus/ minus the percentage mentioned in that sub-Para : Provided always that if rate (s) for part (s) of an item (s) is / are not specified in the schedule of rates the rate(s) for such parts (s) shall be determined by the Engineer-in-charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-charge finds the purchase price unreasonable. In the latter event the price shall be determined on the basis of markets rate (s) prevailing during the fortnight following the date of the order.
- (v) If the rate for any altered , additional, or substituted item of work cannot be determined in the manner specified in sub- paras [i] to [iv] above the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall, within three months thereafter , giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate [s], In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate [s].
- (vi) The extent of the deviation/variation shall be as per tender document.

8. LIQUIDATED DAMAGES/PENALTY CLAUSE

Name & Signature of Bidder

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Liquidation damage/Penalty clause shall be as prescribed in SCC

9. Tooling& Plant

The contractor shall arrange at his own expense all erection & construction equipment, tools& tackles, plant and equipment (hereafter referred to as T & P) required for execution of the work

10. Labor

The contractor is required to follow Contractor's obligations as per Annexure-I to GCC.

The contractor shall not be permitted to enter(other than for inspection purposes) or take possession of the site unless instructed by the Engineer-in-charge in writing. Such use or occupation shall not confer any right of tenancy of the land to the contractor and the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.

11. Nuisance

The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public in general.

The contractor shall be responsible for safeguard of its tools & tackles at site.

12. Contractor's Supervision

The contractor shall either himself supervise the execution of the works or shall appoint a competent agent for this purpose, approved by the engineer-in-charge. If the contractor fails to appoint a suitable agent, the Engineer-in-charge can suspend the extension of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

13. Removal of Workmen

The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

14. Work during or on Sundays and Holidays

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, Property or works in which case the contractor shall immediately advise the Engineer-in-charge accordingly.

15. Completion of work

As soon as the works is completed, the contractor shall give notice of such completion. A joint measurement of work by contractor's representative and BHEL representative shall be made at each stage of work completion and recorded in MB(Measurement Book).

16. Indemnity

(a) The Contractor shall indemnify BHEL against all losses and claims for injuries or damage to any persons or any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims,

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demands proceedings, damages, cost charges and expenses whatsoever in the respect or in relation thereto, PROVIDED always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or indemnify the Company against any compensation or damage caused by the excepted risks. The contractor shall compensate any loss/damage caused to BHEL property, person, material by the contractor or its workmen engaged at BHEL site. The decision of HoU/BHEL-CFP on amount of compensation towards such loss/damage shall be final and binding on contractor.

- (b) The Contractor shall indemnify BHEL against any liability in respect of any fees or charges payable under any act of parliament, state law of any government instrument, rule or order and any regulations or by laws of any local authority in respect of the works, workmen, Sub Contracts etc.

17. The contractor shall not sublet any portion of the contract without the prior written approval of Authority.

18. Foreclosure of contract in Full or in part (due to Abandonment) or reduction in scope of work

- (a) If at any time after acceptance of the tender the Company shall decide to the abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole to be carried out the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from execution of the Works in full but which he did not derive in consequence of foreclosure of the whole or part of works.
- (b) The contractor shall be paid contracts rates full amount for work's executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for items hereunder mentioned which could not be utilized on the work of the full extent because of the foreclosure.
- (c) Any expenditure incurred preliminary site work, e.g. Temporary access roads, temporary labor huts staff quarters and site office, storage accommodation and water storage tank.
- (d) The Company shall have the opinion to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the company shall be bound to take over the materials or such portion thereof as the contractor does not desire to retain. The cost shall however, take into account, purchase price, cost of transportation and deterioration or damage which may have been caused to materials while in custody of the contractor.
- (e) For Contractor's material not retained by BHEL, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less will be payable if material are not transported to either of the said places, no cost of transportation shall be payable.
- (f) If any materials supplied by the company are rendered surplus the same except the prescribed percentage of wastage shall be returned by the contractor to the Company. Failure to do so will entail recovery at punitive rates as per tender.
- (g) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of the transportation shall be payable.
- (h) The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

19. Termination of Contract for Death

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the

Name & Signature of Bidder

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individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the accepting Authority shall be entitled to cancel the contract as to its in completed part without the Company being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. Decision of the accepting Authority that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the company shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

20. Audit

- (a) The company reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the company further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 24 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award:
- (b) If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company from the contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the company.
- (c) Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the company on any other contract or account whatsoever.

21. Arbitration:

All disputes between the contractor and BHEL arising out of this agreement shall be referred to the sole arbitration of an arbitrator to be appointed by the General Manager of BHEL Rudrapur or his successor or assignee in his sole discretion. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of BHEL. The decision of the arbitrator shall be final and binding on both the parties. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996.

22. Reverse Auction:

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

23. EARNEST MONEY DEPOSIT(EMD)

- (a) Offer must be accompanied by Earnest Money Deposit **in any one of the following forms only:**

Name & Signature of Bidder

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(i) **Cash:** The amount should be tendered by the party to the Cashier of Bharat Heavy Electricals Limited RUDRAPUR and cash receipt issued by him shall be enclosed along with techno-commercial bid

(ii) **Demand Draft** from any Nationalized Bank in favor of Bharat Heavy Electricals Limited payable at RUDRAPUR.

(Note: Cheques, Money Orders or Postal Orders will not be accepted.)

Tenders without EMD shall be summarily rejected.

The Earnest Money Deposit of the successful tenderer shall be converted & adjusted against security deposit.

(b) Earnest Money given by all unsuccessful tenderers will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

(c) BHEL reserves the right of forfeiture of Earnest Money if the bidder:

(i) Submits false information.

(ii) After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.

(iii) Fails to commence the work within period as may be mentioned in the Letter of Intent (LOI)/contract. In case the LOI/Contract is silent in this regard then within fifteen days from the date of issue of LOI.

(iv) Fails to submit 50% of the total security deposit amount before start of work.

(d) EMD to be submitted along with techno commercial bid only and not with price bid.

(e) No adjustment of earlier EMD/Security deposit available with BHEL, Rudrapur, if any, shall be permitted.

24. SECURITY DEPOSIT

(a) Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within 15 days from the date of issue of letter of intent but before start of work by the contractor as per following rate:

(i) Up to Rs. 10 lakhs : 10%

(ii) Above Rs 10 lakhs upto Rs. 50 lakhs: Rs. 1 lakh + 7.5% of the amount exceeding 10 lakhs.

(iii) Above Rs 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs 50 Lakhs

(b) Security deposit may be furnished in any of the following forms:

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

(ii) Pay Order, Demand Draft in favor of BHEL, Rudrapur.

(iii) Local cheque of scheduled banks, subject to realization.

(iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of contractor furnishing the security and duly pledged in favor of BHEL, Rudrapur and discharged on the back).

(v) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act subject to maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security mentioned at b(i) to b(iv). The Bank Guarantee format shall be as per Annexure-F.

(vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL RUDRAPUR, duly discharged on the back.

(vii) Security deposit can also be recovered at the rate of 10% from the running bills.

However in such cases at least 50% of the Security Deposit will be collected before start of work and the balance 50% may be recovered from the running bills

Note: Acceptance of the Security Deposit against Sl. No (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favor of BHEL, RUDRAPUR. However BHEL, Rudrapur will not be liable or responsible in any manner for the collection or interest or renewal of the documents or in any other matter connected therewith.

The validity of the Bank Guarantee furnished towards Security Deposit under b(v) above shall be up to the date of completion of work as stipulated in the Letter of Intent plus three months claim period.

- (c) If the value of the work done at any time exceeds the contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- (d) Adjustment of Earnest Money Deposit towards part of Security Deposit shall be done as per clause 26 above.
- (e) BHEL reserves the right to **forfeit the Security Deposit** in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any of their claims relating to the contract or due from the contractor.

25. RETURN OF SECURITY DEPOSIT(S.D.)

Half the amount of S.D. will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor only along with payment of final bill subject to the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him/ them for carrying out the said works. Balance half of the amount of S.D. will be released only after of 6 months and on submission of proof of discharge of liabilities under PF, ESI, Service Tax under Finance Act 1994, workman compensation Act and other labour laws etc. In case Bank Guarantee has been submitted towards 50% Security Deposit, the same only will be released retaining the security deposit received in cash or cash equivalent for the above defect liability period. This security deposit portion retained in cash or cash equivalent may also be released provided Bank Guarantee from Nationalized Bank for equivalent amount is submitted by the contractor for the duration of defect liability period plus three months.

26. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the Contractor.

27. Jurisdiction:

All disputes, claims or actions arising out of under or in connection with this rate contract agreement shall be subject to the exclusive jurisdiction applicable over BHEL Rudrapur (Udham Singh Nagar) only.

28. Laws/policy governing the contract

This contract shall be governed by the BHEL work policy and Indian laws for the time being in force.

Annexure-I(GCC)
CONTRACTOR'S OBLIGATIONS

(A) CONTRACTUAL

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipment's.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

Name & Signature of Bidder

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- n) Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.

B) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.



- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.



Annexure-II to GCC
(SPECIAL CONDITIONS – SAFETY)

1. The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
3. The contractor shall keep a supervisor always at work site.
4. Power shut down shall be taken before commencement of the work wherever power cables are running.
5. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
6. The contractor shall provide safety nets/safety belts to the work force during the execution of work at height of more than 3 meters and as directed by the engineer in charge.
7. The contractor shall take all necessary safety precautions and arrange for appropriate appliance to its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property.
8. The Contractor shall provide to the work force and ensure the use of the following personnel Protective Equipment as found necessary and as directed by the authorized BHEL Officials.
 - i) Safety Helmets conforming to IS: 2925, 1981
 - ii) Safety belts conforming to IS: 3521, 1983
 - iii) Safety shoes conforming to IS: 1.4544. 1998
 - iv) Eye, and face protection devices conforming to IS: 1179, 1967.
 - v) Hand and body protection devices conforming to IS: 2573 - 1975, IS: 6994 - 1973 and IS 8520 - 1978, IS: 578-1985 and IS 6694.



(III)

SPECIAL CONDITIONS OF CONTRACT(SCC)

1. Only those parties meeting the required qualifying criteria as per Annexure-I(SCC) and agree to BHEL scope of work as per Annexure-II(SCC), terms & conditions laid down in this tender should bid against this tender enquiry.
2. The bidders have the option to have pre-bid tie-up with firms having competence in respective fields to complete the work within specified time frame maintaining quality standards. The lead partner must meet the average annual financial turnover requirements mentioned in (1) of qualifying criteria. He should undertake project management, monitoring & technological inputs. The lead partner shall be responsible for coordination with his tie-up partner/suppliers, assessment of their quality of workmanship and their payments, ensuring timely completion of work and submission of bills to BHEL. The qualifying criteria No.(2) will have to be met by the other partner alone. The tie-up agreement will have to be submitted along with techno-commercial bid. The other partner cannot be changed during the period of contract without the written consent of BHEL.
3. **Tender is to be submitted in two parts viz., Techno-Commercial bid(Part-I) & Price Bid(Part-II) in separate sealed envelopes as follows:**

(i) Part-I: Techno-Commercial bid:

Techno-commercial bid shall comprise the following:

- (a) Check list(Annexure-A) with required details/enclosures/documents mentioned therein.
- (b) Cost of tender doc. in form of DD(payable at Rudrapur)/copy of cash receipt
- (c) EMD(name of bidder to be mentioned on the reverse side)
- (d) Copy of NIT, Qualification criteria for bidders, Scope of work, Terms & Conditions and blank copy of price-bid(the spaces provided for prices/values should be crossed (/) and taxes, if applicable needs to be specified in terms of percentage only).

Only Techno-commercial bid will be opened on due date in the presence of bidders who chose to be present at the time & place of opening.

(ii) Part-II: Price bid:

The price bid should contain prices only, as per format of Price bid duly signed & stamped. No conditions should be mentioned in the price bids. No items of price bid format should be left out and rates for all items as per price bid format should be quoted. Overall offered price should be mentioned both in figures and in words. All entries should be in one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly signed by the bidder.

Each and every page of the documents submitted along with offer must be signed & stamped by the tenderer as a token of complete acceptance thereof.

Respective envelopes should be sup scribed as 'Techno-commercial bid' & 'Price bid'. Both envelopes to be enclosed in one bigger envelope. Name of work, Tender enquiry no., due date & name of bidder should be mentioned on all the envelops.

;

**Note: (1) Incomplete tenders or tenders not submitted as percl.3 above or without Techno-commercial bid/Price bid are liable to be rejected.
(2)Price bid of only those bidders shall be opened whose techno-**

Name & Signature of Bidder

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commercial bid is found suitable as per evaluation by BHEL.

Tenderer has to quote overall offered price both in figures and in words for the items given in the BOQ /Format of Price Bid.

- (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 opinion of the purchaser there is an obvious misplacement of the decimal point 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 addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is 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 upto 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
4. Quoted rate(s) shall be firm and valid throughout the contract period including extended period(if any) and no cost escalation shall be allowed on any account. Any statutory increase in the labor wages and materials during the period of execution shall be borne by the contractor. Rate(s) quoted should include all royalties & contingencies. Taxes if any should be mentioned separately and specifically as per price bid format.
5. Single Rate/Unit should be mentioned in the price bid format for each item description. In case more than single rate is mentioned, the tender submitted shall be disqualified.
6. Tenders can be **submitted by "Registered Post/ Courier/ by hand in tender box** so as to receive at BHEL by due date & time. Tenders received after the due date and time of opening, tenders are liable to be rejected & returned.
7. **Evaluation and comparative standing of offers will be done on overall cost basis as per quantities specified in BOQ. Award of work shall be considered to the bidder with techno-commercially qualified overall L-1 offer only.** Tenders shall be opened by authorized officer of BHEL office at the time and date as specified in the tender notice in the presence of those bidders or their authorized representative who are present at the time of opening.
8. Before submitting offer, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and ascertain completeness of tender documents, clarify any doubt on any portion of the Tender or discrepancies / omissions in the drawings or the tender documents. No claim will be entertained later on any grounds whatsoever after submission of the tender.
9. **AUTHORISATION, ATTESTATION & VALIDITY OF OFFER**
Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders. **The offer shall be kept valid and open for acceptance for a minimum period of 6 months from the date of opening of tenders.** In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

Name & Signature of Bidder

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9.(a) If the bidder submits more than one offer then the offer submitted on later date shall be considered for evaluation. For this purpose date entry of receipt at HR deptt. of BHEL shall be applicable.

9.(b) If the bidder submits more than one offer on the same date,

(I) In case of two-bid system based on clarification provided/obtained from the bidder, only one offer shall be considered for evaluation. In case no clarification is received within stipulated time frame as specified by BHEL, all the offers by the bidder shall be rejected.

(II) In case of single bid, depending on criteria for evaluation (L-1 for each item OR overall L-1) as per terms of tender enquiry, offer with higher price quote shall be considered for evaluation.

9.(c) If more than one price bid or more than one price quote for same item is found in the offer then the higher price shall be considered for evaluation. However, in such case, if offer with higher price qualifies for award of work, the work shall be awarded at lower quoted price.

9. (d) In case of ambiguity found in the price bid due to illegible entry, overwriting, then such offers may be rejected and in such case no further evaluation of the offer shall be carried out.

10. RATES OFFERED & EVALUATION OF BIDS

(a) Rates quoted should be inclusive of all taxes and duties

(b) The quantities shall be as per BOQ which are tentative and liable to change after submission of the same by BHEL, and in the course of actual execution.

11. EXECUTION OF CONTRACT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute a contract in the 'Prescribed form' Annexure-F with BHEL within 15 days of LOI and in any case before the commencement of work. The expenses for completion and stamping and registration of the agreement with prescribed authority, if necessary shall be borne by the Contractor.

12. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

13. BHEL 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. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

14. Should a tenderer or Contractor or in the case of a firm or Company of Contractors/one or more of its Partners/Shareholders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

15. The successful tenderer should not sub-contract part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible towards BHEL for the work awarded to him.

16. COMMENCEMENT OF WORK

The contractor shall commence the work within the time indicated in the Letter of intent and shall proceed with the same with due expedition without delay.

If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest money and/or Security Deposit will stand forfeited without any further reference to him and without prejudice to any and all of BHEL's other rights and remedies in this regard.

17. The contract shall be valid for a period of two Years from the date of contract.
- 18 Based on the nature & quantum of work, minimum required workmen shall be 03 skilled and 02 unskilled workmen, total for three shift working. Accordingly, contractor shall deploy at least min. required no. of person(s). Besides normal working days, contractor shall also be required to deploy workmen(1 skilled & 1 unskilled) on Sundays/holidays as per BHEL requirement intimated by mail/phone to the contractor by 5:00 PM of previous day. However, if need is felt by contractor, he may depute extra workmen at his discretion with prior information and permission by BHEL.

Contractor shall ensure payment of prescribed statutory minimum wages to workmen engaged by it, as applicable, as per latest BHEL circular issued from time to time(currently applicable rates as per Circular no. BHE:RU:HR:CL:2016 dt:24.02.16) and payment of additional wage vide circular no: BHE:RU:HR:CL:2015 dt:20.10.15, as amended/revised from time to time.

19. **Penalty clause:** Penalty as per following rates shall be applicable to the contractor, in case min. workmen mentioned as per cl. 20 above, is not deputed by contractor or is absent in any shift on working/sunday/holiday:
- (a) For skilled workmen : Rs. 37.00 per workman per shift
(b) For unskilled workmen : Rs. 30.00 per workman per shift
- Absence of contractor's workmen shall be monitored through attendance register at MNT deptt. and Penalty shall be recovered from contractor bills/dues on monthly basis based on absence.

20. MEASUREMENT OF WORK AND MODE OF PAYMENT

(a) Methods of Measurements

Measurement of work shall be taken at site, jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative. The contractor shall, without extra charge, provide assistance with every appliance, labor and other things necessary for measurement.

Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with BOQ notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the BOQ, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.

(b) Records & Measurement of work

All items having a financial value shall be entered in Measurement Book(MB) prescribed by BHEL for record of all work performed under the contract.

Measurement shall be signed and dated by both parties on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the company a note in that effect shall be made in the measurement book against the item objected to and such note shall be assigned and dated by both parties engaged in taking the measurement.

- (c) Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall give reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event,



measurement taken by the Engineer-in-charge or by the person deputed by him shall be taken to be the correct measurements of the work.

(d) Payment

Payment against running A/c bills & final bill shall be made to the contractor as per WAM based on work measured as per record of MB. Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account **within 45 days (bill processing time shall be 10 days by MNT deptt. & 35 days by FIN deptt.) of submission of bill to BHEL** subsequent to verification of work by BHEL (minimum supervisor level person) on monthly basis.

For this purpose the contractor has to give his Bank Account details in the standard format to be provided by BHEL Rudrapur.

- (i) All payments will be made as per "BOQ & Price Schedule". The same will be entered in measurement Book as running account (RA bill) & both the party will sign the entries.
- (ii) All recoveries due from the contractor for the month/period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary. The recoveries could be I. Tax, VAT, etc. and loss to BHEL Plant & Properties and third party losses.
- (iii) Passing of bills covered by such measurement does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.
- (iv) Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

21. Work to be executed strictly under BHEL supervision, as per BHEL instructions and scope of work as and when required during General working shift (8:00AM to 5:00 PM).

22. Rights of BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- (a) To reject any or all of the tenders without assigning any reasons whatsoever.
- (b) To go for reverse auction (RA) as per BHEL guidelines instead of opening of price bids and decide L-1 based on the outcome of RA instead of price bids. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened.
- (c) To distribute the work and enter into parallel agreement with one or more contractor(s) at its discretion.
- (d) To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work.
- (e) To terminate the work at any stage by giving a notice period of 15 days and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - (i) Contractor's continued poor progress.
 - (ii) withdrawal from or abandonment of the work before completion of the work
 - (iii) corrupt act of the contractor.
 - (iv) insolvency of the contractor
 - (v) persistent disregard of the instructions of BHEL Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (vi) non-fulfillment of any contractual obligations or obligations under the law
 - (vii) tenderer deliberately gives wrong information in his tender.
- (f) To recover any money due from the Contractor from out of any moneys due to the contractor under this or any other contract or from the Security Deposit.
- (g) To claim penalty or compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract.



- (h) To carry out the work through alternative resources at the risk & cost of the contractor, in case the contractor does not carry out the same within two days of communication by BHEL
23. In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

24. Responsibilities of contractor

- (a) The contractor shall be fully and finally responsible for correctness and quality of his work as per scope, terms & conditions of contract and to the entire satisfaction of the BHEL. As the construction site is inside BHEL premises under security, Contractor shall obtain necessary permissions/security passes/tea/snacks/lunch coupons for his material/equipment/workmen as prescribed by BHEL during currency of contract. Contractor shall specify the plant and machinery such as a pan mixer, vibrators, steel shuttering etc., that he would brought on the worksite through proper entry records through BHEL gate. Separate challan/records shall be maintained for returnable & non-returnable items.
- (b) Contractor shall strictly follow all contractual and statutory obligations as stipulated in this tender.
- (c) The contractor shall engage sufficient staff to maintain the required rate of progress and quality of workmanship. If unskilled workers are required to be engaged, the same shall be engaged, as far as possible, from local areas in which the work is being executed.
- (d) Material reconciliation statement to be submitted by the contractor as & when required by BHEL.
- (e) The contractor shall make himself or his representative available at the work spot everyday during execution for effective supervision of work and day to day co-ordination with BHEL w.r.t. the progress of work.

25. Micro and Small Enterprises (MSE) CLAUSE:

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type Under MSE	SC/ST Owner	Other
Micro		
Small		

If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE bidders can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – G where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last 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 bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are submit 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.

25.1 MSEs shall be exempted from payment of tender fee.

25.2 MSEs shall be exempted from payment of earnest money at the time of tender deposit.

However, there is no exemption of security deposit submission.



BIDDER'S QUALIFYING CRITERIA

Qualifying Criteria from Sl.No. (1) ,(2) & (3) as mentioned below has to be fulfilled by the bidders:

- (1) Average Annual financial turnover during the last 3 years, ending 31st March -15 of the previous financial year, should be at least 30% of the estimated cost.
- (2) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Definition of similar work(s): Only the following will constitute similar works:

- a. AMC or any other contract related to electrical services / works
(does not include work/contract with exclusive scope of supply of material)
- (3) Bidder should have valid 'Electrical Contractor's license'(Copy of license to be enclosed with techno-commercial bid)

Notes:

- (A) The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered.
- (B) Bidder may attend Pre-Bid discussion 15days before opening of tender from 10 AM to 3 PM with prior appointment in their own interest. Any doubts will be clarified during the pre-bid discussions and guidelines will be given to the bidder for specialized works.
- (C) Conditional offers will not be accepted.

SCOPE OF WORK

Scope of Work:

Work : “AMC OF ELECTRICAL MAINTENANCE AT BHEL TOWNSHIP & PLANT, RUDRAPUR (U.K.)’

for the areas & description mentioned hereunder:

- (a) **In Township** – 8 No. HIG, 20 No. MIG and 30 No. LIG houses i.e. Total 58 Nos. Quarters.
- (b) **In CFP Factory-**
- Main Fabrication Block(including replacement of Wall mounting fans, Pedestal Fans & ceiling lamps)
 - Administration Building.
 - Solar collector shop(Extension store)
 - Solar Lantern shop(Engineering Building)
 - Canteen Building, Security Office, Civil Room, EOT crane
 - Water pump house, DG set room, Compressor room
 - QLY Office, Production Office, Supervisor room, MNT Room
 - Electrical substation, factory street lights and Boundary Lights
 - DG/LT Panel Operation including normal & lunch/dinner hours(on UPCL power failure).

III- Helping Work :-

- (i) Helping during issuing of drums for diesel procurement to MM Dept.- Loading/Unloading/Stacking/Topping up of diesel/coolant in D.G. Set.
- (ii) Cleaning of D.G. Set, Substation equipment.
- (iii) Cleaning of Machines during preventive Maintenance. Carry of ladder as & when required.

Note : All the materials for the work shall be provided by BHEL however all the Tools, Tackles & Safety equipments shall be provided by the contractor. BHEL shall provide separate ladders one no. in Township at one place & one no. in Factory at one place, as & when required. Movement of Manpower & Materials shall be done by the contractor

(IV)

ANNEXURES



CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: Tenderers are required to fill in the following details and no column should be left blank.

1.	Name & Address of the Bidder	
2.	E-mail ID: Phone Nos.(Office):	
3.	Name & designation of the official of the tenderer to whom all the references shall be made	
4.	Tenderer's offer No. & date	
5.	Whether EMD submitted (By cash/ Bank Draft). Give detail.	
6.	Tender submitted in two parts viz.,(i) Techno-commercial bid & (ii) Price bid as per cl. 3 of SCC	Yes/No
7.	Validity of offer/rates quoted for six months as per cl.10 of SCC	Yes/No
8.	Details of experience in the format at Annexure `B`	Yes/No
9.	Declaration sheet in format at Annexure `C`	Yes/No
10.	Financial Status in the format at Annexure `D`)(copy enclosed)	Yes/No
11.	Permanent account Number(copy enclosed)	Yes/No
12.	Attested copy of power of attorney, in case the tender is signed by an individual other than the sole Proprietor/ CEO of company/ partner in case of proprietorship firm	Yes/No
13.	Details about type of the firm	mention name, experience, address and nature of business in case of Individual / Partnership deed / Certified copies of memorandum and Articles of Association with names, addresses of the Directors in case of Company
14.	Bank A/c Details(enclose a cancelled cheque or a copy of cheque duly signed) & Stamped	Account no.: Name of Bank: Branch: IFS Code:
15.	P.F. Code No (Copy of doc. Enclosed)	Yes/No
16.	Service Tax Registration Number(PAN based)(copy enclosed)	Yes/No
17.	ESI policy no.(copy enclosed)	Yes/No
18.	Blank price-bid(Ref. clause 3 of SCC) Submitted	Yes/No



SIMILAR JOBS EXECUTED/IN PROGRESS

Sl. No	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Contract value	Date of completion



DECLARATION SHEET

I,on behalf of M/s..... hereby certify that, all the information and data furnished by us with regard to this Tender No. _____ is true and complete. We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specifications.

We, further declare that, the rates quoted by us in price bid are unconditional and unambiguous.

Date
(Seal)

Name & signature of the bidder



FINANCIAL STATUS

1.	Owner's capital in the business (in case of partnership, please mention percentage shares and amounts)	Rs :
2.	Quantum of business done during last three financial years (As per audited account). Year 1 Year 2 Year 3	Rs. Rs. Rs.
3.	Value of fixed Assets of the business in last three years. Year 1 Year 2 Year 3	Rs. Rs. Rs.
4.	Guarantee limits (if any) enjoyed by the firm	Rs.
5.	Over draft limits (if any) enjoyed by the firm	Rs.
6.	Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets)	
7.	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys	
8.	PERMANENT ACCOUNT NUMBER:	

Note: All the above documents should be duly certified by auditors / Banks as the case may be.



Format for Price Bid

Work: AMC OF ELECTRICAL MAINTENANCE AT BHEL TOWNSHIP & PLANT, RUDRAPUR (U.K.)

Please offer your competitive price in the format below.

SI Nos	Description	Total no. of points (A)	Rate(Rs.)/ Point/Month (B)	Amount for Two year (C=AXBX24month)
A.1	Ensure proper operation of 15Amp. Socket	400		
A.2	Ensure proper operation of 5 Amp. Socket	670		
A.3	Ensure proper operation of Light points	1160		
A.4	Ensure proper operation of Ceiling fan/pedestal/wall mounted fan/Desert cooler	480		
Total (A)				
SI Nos	Description	Quantity(A)	Rate(Rs/Month)(B)	Amount for Two Year(C=AXBX24 month)
B.1	Operation of DG/LT panel (lumsun for month)	1		
Total (B)				
Total (A+B)				
Taxes if any (Pl.mention)(C)				
Grand Total Amount(A+B+C)				

NOTE:

- 1. Conditional offer may be rejected.**
- 2. L-1 offer shall be decided on the basis of overall L-1 basis**

Quotation In words : _____



(TO BE EXECUTED ON A NON- JUDICIAL STAMP PAPER OF VALUE OF Rs 100/-)

PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT

BANK GUARANTEE BOND
WAM 28
(Paragraph 4.9.6 of – Works Accounts Manual)

1. In consideration of the Bharat Heavy Electricals Limited, Siri Fort, New Delhi through CFP-Rudrapur Division (hereinafter called ‘the Company’) having agreed to exempt _____ (hereafter called ‘the said Contractor’ which term includes ‘Suppliers’ for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt. _____ made between _____ and _____ for (hereafter called ‘the said Agreement’) of Security Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) we,

(Indicate the name of the Bank)
 (hereinafter referred to as ‘the Bank’) at the request of _____

Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s), of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ .

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the Guarantee
 (Indicate the name of the bank)

Name & Signature of Bidder



herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

_____ Office / Department / Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and property carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all the liability under this guarantee there after.

5. We, _____, further agree with the company that

(Indicate the name of the bank)

the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)

7. We _____ lastly undertake not to revoke

(Indicate the name of the bank)

this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ day of _____

For _____

(Indicate the name of the Bank)

(Not to be typed on Bank Guarantee).

1. The Bank Guarantee should be from a Nationalized Bank.
2. The Bank Guarantee has to be directly sent by the Banker to BHEL with a covering letter.
3. Date of execution of B.G. should be after the date of purchase of the Non Judicial stamp paper.

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 which is not applicable) T h e a b o v e i n v e s t m e n t o f R sL a c s i s w i t h i n p e r m i s s i b l e l i m i t o f R s.....Lacs for Micro / 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





BHARAT HEAVY ELECTRICALS LIMITED
UNIT: Rdurapur
(Human Resource Management Department)

No-BHE: RU: HR: CL: 2016

Dated: - 24.02.2016

CIRCULAR - 004

The minimum wage rates for workers engaged on casual/contract/daily rated basis for un-skilled/semi-skilled/skilled and highly skilled nature of work are revised as under with effect from **01.02.2016**.

Un-Skilled	:	Rs. 283.00 per Day
Semi-Skilled	:	Rs. 311.00 per Day
Skilled	:	Rs. 345.00 per Day
Highly-Skilled	:	Rs. 362.00 per Day
09. Wage Period	:	Monthly
10. Working Hours	:	8 Hours/day
		One Hour Lunch Period (12:00 to 01:00PM)
11. Payment Date	:	7 th day of next month
12. Date of unpaid wage	:	8 th day of next month

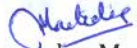
13. Shri Raja Ram
Regional Labour Commissioner (Central)
Kaulagarh Road, Dehradun

14. Shri Sushil Kumar
Asstt. Labour Commissioner (Central)
Kaulagarh Road, Dehradun.

15. Shri Rahul Tyagi
Asstt. Labour Commissioner (Central)
Bareilly, U.P.

16. Name and address of Labour Enforcement Officer:
Shri Mukesh Garg, Labour Enforcement Officer (Central)
Officer of Labour Enforcement Officer (Central)
Nirman Jyoti, Third Floor, Deendayal Puram,
Bareilly (Uttar Pradesh)

This may be brought to the notice of all contract labour and contractors.


(Himanshu Martolia)
Sr. Executive (HR)

Distribution:-

- GM (I)/GM (CFP)-for kind information.
- AGM (Opns) -for kind information.
- All HODs.
- All Notice Boards.
- Incharge (Security Gate)
- All Contractors/Concerned file.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
इकाई: रूद्रपर
(मानव संसाधन प्रबंधन विभाग)

क.-बी.एच.ई.: रू.: मा.सं.: सी.एल.: 2016

दिनांक-24.02.2016

परिपत्र - 004

केजुअल, अनुबन्ध व दैनिक कार्य में लगे कर्मकार जो कि अकुशल, अर्धवेतन, कुशल एवं उच्च कुशल प्रकृति के हैं, उनका संशोधित न्यूनतम वेतन दिनांक 01.02.2016 से निम्नानुसार रहेगा:-

अकुशल कर्मचारी	:	रु. 283.00 प्रति दिन
अर्ध-कुशल कर्मचारी	:	रु. 311.00 प्रति दिन
कुशल कर्मचारी	:	रु. 345.00 प्रति दिन
उच्च कुशल कर्मचारी	:	रु. 362.00 प्रति दिन
09. वेतन अवधि	:	मासिक
10. कार्य अवधि	:	08 घण्टे प्रतिदिन (एक घण्टे का (12:00 से 01:00 च्छ) भोजनावकाश)
11. भुगतान तिथि	:	कार्य माह के अगले माह सातवें दिन
12. अवेतनिक मजदूरी की तारीख	:	कार्य माह के अगले आठवें दिन
13. श्री राजा राम क्षेत्रीय श्रमायुक्त (केन्द्रीय), कालागढ़ रोड - देहरादून		
14. श्री सुशील कुमार सहायक श्रमायुक्त (केन्द्रीय), कालागढ़ रोड - देहरादून		
15. श्री राहुल त्यागी सहायक श्रमायुक्त (केन्द्रीय), बरेली, उत्तर प्रदेश		
16. नाम व पता श्रम प्रवर्तन अधिकारी श्री मुकेश गर्ग, श्रम प्रवर्तन अधिकारी (केन्द्रीय) श्रम प्रवर्तन अधिकारी कार्यालय (केन्द्रीय) निर्माण ज्योति, तृतीय तल, दीनदयालपुरम बरेली (उत्तर प्रदेश)		

यह सभी संविदा कर्मी एवं ठेकेदारों के नोटिस के लिए हैं।


(हिमांशु मर्तोल्या)
वरि. कार्यपालक (मा.सं.)

वितरण :-

- अंग्रेजी सूची के अनुसार।

BHARAT HEAVY ELECTRICAL LIMITED
UNIT: Rudrapur
(Human Resource Management Department)

No: BHE: RU: HR: CL: 2015

Dated: 20.10.2015

OFFICER ORDER NO. 219 / 2015

It has been decided that additional wages is to be provided to Contract Workers engaged by BHEL. This is to be implemented by adding additional wages recommended by BHEL to the State government Minimum wages in the estimates made by department after 13.10.2015. The additional wages recommended by BHEL for various categories of workers is tabulated below.

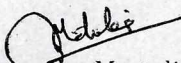
Sl. No.	Category	Additional BHEL Wages/Day (Rs.)	Additional BHEL Wages/Month (Rs.)
01	Un-Skilled	123.08/-	3200.00/-
02	Semi-Skilled	142.31/-	3700.00/-
03	Skilled	157.69/-	4100.00/-
04	High- Skilled	157.69/-	4100.00/-

The contract executing Officials has to ensure that the additional wages is being paid by the contractor to the contract workers. Following points are to be ensured in the implementation of Works contract:

- A. The agreement which the departments enter into with the contractor, before the start of contract work, should contain following clause. "Contractor shall be liable to pay the contract worker the minimum wages comprising of minimum wages as fixed by the appropriate Government and additional wages recommended by BHEL."
- B. This clause and the additional wages should be incorporated in the tender document and work order.
- C. All steps should be taken to make the payment to the contract worker through Bank.
- D. In case of High-Skilled Workers the additional wage will be applicable as that of Skilled-Worker.

In order to minimise the escalating effect on the budget, the outsourcing activities needs to be proportionately reduced to take care of increase in cost.

This issues with the approval of competent authority.


(Himanshu Martolia)
Sr. Executive (HR)

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- AGM (Opns)-for kind information.
- All HODs
- Concerned file.

Manager (FES/PPL)