



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited  
(A Govt. of India Undertaking)  
Human Resource Development Institute



MG/HK/PUR/002  
Date: 09/07/2010

M/s

Corrigendum No. I

Sub: Round the clock Operation & Comprehensive AMC for HVAC System of HRD & ESI Complex, NOIDA

Ref: Tender No.MG/HK/PUR/002 Date: 18/06/2010

Dear Sir

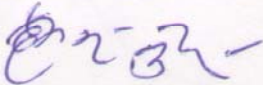
Consequent to the discussions during the Pre-Bid Meeting held on 06.07.2010, the tender document is corrected as under:

1. **Annexure B:** Pre-Qualifying Criteria  
Under Para-A: "Only for 3 x 80 TR"  
After Para 2 (c) "Note" added.
2. **Annexure C:** "Operation and Maintenance of Central Air Conditioning System."  
Para-2: Details of system installed revised as  
Sl. No.7- Quantity Revised as 58 nos.  
Sl. No. 11 to 13- "Deleted".
3. **Annexure C:** Para-4: "Manpower Requirement Details" General Shift:  
Sub-Para-B deleted.
4. **Annexure D:** Para-19.0 and 20.0 added.
5. **Annexure E:** Para Nos. renumbered.

The revised tender document is enclosed. You may submit your quotation based on the revised tender as per the original schedule and procedure.

Thanking you,

Yours faithfully,  
(For and on behalf of BHEL)

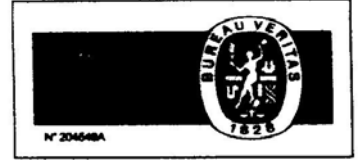
  
Hemant Kumar/Manager  
(RB & PURCHASE)

दूरभाष /Telephone: 0120-2416354 फेक्स Fax: 0120-2515431, e-mail- [rajivkgupta@bhel.in](mailto:rajivkgupta@bhel.in), Home Pg. [www.bhel.com](http://www.bhel.com)  
एच.आर.डी. एवं ई.एस.आई. परिसर, प्लॉट नं. 25, सेक्टर-16 ए, नोएडा-201 301, गोतम बुद्धनगर, यू.पी.

HRD & ESI Complex, Plot no. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)  
पंजीकृत कार्यालय: बी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली -110 049 Regd. Office: BHEL House, Sirifort, New Delhi-110049



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TENDER ENQUIRY No.: MG/HK/PUR/002

Date: 18/06/2010

M/s

<b>COLLECTION OF TENDER DOCUMENT UPTO:</b>	<b>6.07.2010 (3.00 PM)</b>
<b>PRE-BID MEETING:</b>	<b>6.07.2010 (3.00 PM)</b>
<b>TENDER SUBMISSION DATE UPTO:</b>	<b>13.07.2010 (3.00 PM)</b>
<b>TENDER OPENING DATE (PART - I):</b>	<b>14.07.2010 (3.00 PM)</b>

Sub: **Round the clock operation and comprehensive AMC for HVAC System at HRD & ESI Complex, Noida**

Dear Sir,

Most competitive rates are invited from reputed agencies, meeting the pre-qualifying criteria prescribed hereinafter, for Round the clock operation and comprehensive AMC for 3x80 TR HVAC System for Human Resource Development Institute at HRD & ESI Building at Noida. You are requested to submit your sealed quotation so as to reach this office on or before 13.7.2010 (3.00 PM) in the manner explained below. Quotations received late are likely to be ignored. Part - I of the Tender will be opened in this office on **14/07/2010 (3.00 PM)** in the presence of the representatives of the bidders who may choose to be present.

Sl. No.	Scope of Work/ Services	Commencement of services
1	Work of operation and maintenance, as per specification, the terms and conditions laid down in the tender documents, of the 3x80 TR HVAC System installed at BHEL/HRDI, Noida on round the clock basis along with the charges for necessary resources and spares.	Within <del>one</del> week from the date of Award of contract.

You are also requested to visit the site before submitting your quotation in order to accurately assess the quantum of services to be rendered and take them into account while quoting for enquiry. No subsequent claim for any reason whatsoever will be entertained by HRDI/BHEL and it will be deemed to have been included in the tender quotation.

Pre-Bid meeting has been scheduled at **3.00 PM on 06/07/2010** on 1st floor conference hall of our office to clarify issues, if any with regards to the tender. All bidders are requested to attend this meeting.

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एच.आर.डी. एवं ई.एस.आई. परिसर, प्लॉट नं. 25, सेक्टर-16 ए, नोएडा-201 301, गोतम बुद्धनगर, यू.पी.

HRD & ESI Complex, Plot no. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)

पंजीकृत कार्यालय: बी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली -110 049 Regd. Office: BHEL House, Sirifort, New Delhi-110049

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**Procedure for submission of sealed tender:**

The bidder must submit their Tender as required in separate covers prominently superscribed as:

**Part-I/ Cover-I** EMD, Offer received without EMD will not be considered.)

**Part-I/ Cover-II:** Techno Commercial Bid and

**Part-II/ Cover III:** Price-Bid.

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

**Part-I/ Cover-I: Earnest Money Deposit (EMD):**

Only EMD of Rs. 40,000/- (Rupees Forty Thousands only) in form of Demand Draft/ Banker's Cheque/ Pay order in favour of BHEL payable at New Delhi to be placed in Part - I / cover-I.

**Part-I/ Cover-II: Techno Commercial Bid:**

Please submit all information on Qualifying Requirements as per Annexure-B, copies of documentary evidence as asked for, original copy of tender document duly signed and stamped on each page as token of your acceptance to the tender conditions, and the check list duly completed as per Annexure-A. The cover to be properly sealed.

**Part-II/ Cover-III: Price-Bid:**

Only price bid in the prescribed Price-Formats should be enclosed in Part-II/ Cover-III, duly sealed as per Annexure-H.

These three separate covers (Cover I, II & III) shall together be enclosed in a fourth envelope and this sealed cover shall be superscribed with Tender name, Tender No., Due date & Time and submitted to this office at the following address

**Manager (RB & Purchase)**  
**Bharat Heavy Electricals Limited**  
**Human Resource Development Institute**  
**HRD & ESI Building, Plot No.25, Sector – 16A,**  
**NOIDA – 201301 (U.P.)**

The quotation should reach this office latest by **1500 hrs on 13/07/2010**. Part-I/Cover - I, comprising EMD and Techno Commercial Bid will be opened first at **1500 hrs on 14/07/2010** in presence of the representatives of the tenderers who choose to be present. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. The Part-I/Cover-I containing EMD will be opened first. Part-II/Cover-II Techno Commercial Bid of only those bidders whose EMD is found in order will be opened later on the same day. Part-II /Cover-III Price-Bid of only those parties whose Part-I/Cover-II Tender is found complete, in order and without deviation to the tender will be opened later, for which separate intimation will be sent in due course of time.

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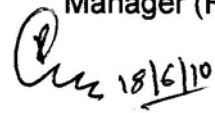


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BHEL, reserves the right to finalize the tender through online reverse auction procedure i.e. online Bidding on Internet as per guidelines/process explained in Annexure-F.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

  
(Hemant Kumar)  
Manager (RB & PUR.)  


Encls:

1. Check list: Annexure-A (Sheet- 01)
2. Qualifying Requirements: Annexure-B (Sheet- 01)
3. Scope of Work & Special Conditions of Contract: Annexure-C (Sheet- 11)
4. General Instruction of Tenders: Annexure-D (Sheet-08)
5. General Terms & Conditions: Annexure-E (Sheet-18 )
6. Reverse Auction Methodology: Annexure-F (Sheet-13)
7. No Deviation Certificate: Annexure-G (Sheet-1)
8. Schedule of Annual charges: Annexure-H (Sheet- 01)



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**Pre Qualifying Criteria**

**QUALIFYING REQUIREMENTS :**

**A. Only FOR 3X80 TR:**

1. The bidder should have minimum 3 years experience in this field as on 31.3.2010 with an average financial turnover of over Rs.3.73 lakhs.
2. Experience of having successfully completed similar works during last 7 years ending 31st March, 2010 either of the following ; -
  - a) Three similar completed works costing not less than Rs.4.98 lakhs  
or
  - b) Two similar completed works costing not less than Rs.6.22 lakhs  
or
  - c) One similar completed work costing not less than Rs.9.95 lakhs

NOTE: Similar works means round the clock Operation & Maintenance (Comprehensive AMC) of **minimum 80 TR** HVAC System.

Bidder should furnish the following:-

**DOCUMENTS REQUIRED**

The tenderer shall submit documents in respect of possessing Qualifying requirements as under duly certified and stamped by his authorized signatory:

- a) Proof of three audited annual financial turnover in support of Average Annual financial turnover as per clause (1) above.
- b) Proof of work orders or completion certificates in support of the qualifying criteria mentioned at clause 2.0 above.
- c) A Copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.
- d) Each tenderer has to enclose the proof of **TIN No. /Service tax registration no. and PAN No.** along with the tender

Tenderer has to submit the NO DEVIATION CERTIFICATE duly signed in the format mentioned.

**OPERATION AND MAINTENANCE OF CENTRAL AIR  
CONDITIONING SYSTEM**

**1. SCOPE OF WORK:**

This tender is for efficient, smooth, uninterrupted round the clock maintenance & operation of HVAC system (Comprehensive AMC for 3 x 80 TR HVAC of this institute as detailed below at point 2. The HVAC system has to be operated and maintained in a manner such that required inside temperatures are maintained as under:

**Summer: 24 C degree DB +/- 1 C ,Winter: 21 C degree DB +/- 1 C**

**2. DETAILS OF THE SYSTEM INSTALLED**

Major equipment (Utility make) covered under HVAC system:

SL. NO.	DESCRIPTION	NOS
1.	80 TR Chilling Machines (Compressors)	3
2.	Chillers	3
3.	Condensers	3
4.	Chilled water pumps	3
5.	Condenser water pumps	3
6.	Cooling Towers (Paharpur)	3
7.	Fan Coil Units	58 nos.
8.	AHU	15
9.	Main Electrical Panel	1
10.	Central Control Console	1

**3. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR**

The duties and responsibilities under the contract shall be for services (i.e. regular operation, routine check-ups, corrective, preventive and predictive maintenance, testing etc. as required), in respect of HVAC System. Any operation or maintenance work (excluding those arising on account of aging), though not specifically detailed out in this document, but needed for efficient and smooth operation and maintenance of the HVAC System at the Institute shall also be deemed to be included in the scope of the contractor. Liability shall also include deployment of necessary resources including manpower, tools and tackles etc. as may be required in order to ensure safe, efficient and smooth operation and maintenance of the said systems and his duties/responsibilities shall include all activities as may be required but not limited to the followings.

- i. Safe, efficient and reliable operation of the HVAC system.
- ii. Starting and stopping of plant & accessories in proper sequence or as per requirements.

- iii. Checking of water level in cooling towers and expansion tank.
- iv. Checking of electrical equipment and controls.
- v. Cleaning of AHU/ FCU filters and cooling tower strainers twice a month.
- vi. Cleaning and dusting of plant equipment as covered in the equipment list, on daily basis.
- vii. Periodic leak testing of the system.
- viii. Cleaning of heat exchanger tubes with Veniclean once a year or as & when required.
- ix. Cleaning of all Fan coil units once in a year.
- x. Maintenance of motors, fans, blowers and pumps.
- xi. General routine maintenance as required.
- xii. Quick action for stopping the equipment whenever abnormal sound and/ or vibrations are noticed.
- xiii. Continuous monitoring, recording and maintaining of parameters at specified intervals, in the log sheets supplied by BHEL and submission of the same to the Engineer-in-Charge/nominated officer from BHEL for checking
- xiv. A maintenance schedule for the system shall be prepared by the contractor & submitted to the Engineer-in-Charge for approval. The approved maintenance schedule shall be implemented by the contractor.
- xv. Maintaining proper record of preventive maintenance carried out and submission of the same to the Engineer-in-Charge/nominated officer from BHEL for checking.
- xvi. Taking all necessary precautions to ensure safety of the personnel and equipment.
- xvii. Checking & maintenance of all ducting & valves on weekly basis.
- xviii. Cleaning of AC Ducts, together with checking of fans/ blowers, etc.
- xix. Painting of Plant Equipment once in a year.
- xx. Overhauling of Compressors once a year.
- xxi. Switching off/on the blowers and ensuring hot air circulation thru AHU as and when required.

- xxii. Maintaining daily log to record observations of various parameters under the services of the contract in the prescribed format. Each of the equipments like Compressors, Heat Exchangers, Pumps, Cooling Towers, Motors, Electrical Panels & other associated items etc., shall be serially numbered and proper record shall be maintained by the contractor in respect of the same.
- xxiii.** Competent and efficient services shall be provided by the contractor to attend break down within the least possible time not exceeding 4 hours even on Saturdays, Sundays and other Government / BHEL holidays.
- xxiv. The supervisor of the contractor shall ensure that only competent staff is engaged by him for BHEL's work and he shall remove the person whom BHEL considers unsuitable for any reason whatsoever.
- xxv. Any material to be replaced or to be freshly procured shall be of similar type as already in use in the system.
- xxvi. Contractor shall replace pipes connected with AC System/Drainage System if deemed necessary as a preventive maintenance so that there is no leakage of water damaging the room. Contractor shall be responsible for white wash and/or POP repair in the room if damage due to such leakage occurs.

#### **4. MANPOWER REQUIREMENT DETAILS:**

The contractor shall engage the following manpower per shift of 8(eight) hrs (three shifts per day).

#### **GENERAL SHIFT:**

##### **A. For 3X80 TR HVAC SYSTEM:**

- (i) Supervisor (at least Egg. Diploma in Mechanical with two year experience in the AC plant / ITI in AC with min 5 years experience in this field) - 1 No. ( 9:00 AM to 6:00 PM )
- (ii) Operator (ITI in AC with minimum 3 years experience in his field) – 02 Nos. Per Shift
- (iii) Helper- 1 No. Per Shift

#### **OTHER SHIFTS:** Same as Item No. 4 of Sl. No. (ii & iii)

- a) The contractor shall abide by statutory provisions regarding working hours and compensation issues. In case of absence of any one, the contractor shall make equivalent grade arrangement. Failure to comply to above will invoke Penalty Clause. The attendance of manpower will be counter signed by BHEL Security daily.
- b) The Contractor himself or his representative of at least Manager/Engineer level shall meet with Engineer- In- Charge once a month and come whenever called by him. The absence in the meeting shall be treated as non-attending the maintenance point and accordingly may be penalized as per Penalty Clause.

- c) The final manpower to be deployed should be duly approved by BHEL.
- d) Copy of Educational Certificate of manpower to be deployed should be submitted in Technical Bid.
- e) Non-availability of the required skills, inordinate delay in rectification of faults and unsatisfactory maintenance of system shall be treated as breach of contract.

## 5. PENALTY CLAUSE

- i. Non attendance and rectification of the faults of the HVAC System and equipments as a whole within a reasonable period as specified will attract a penalty, subject to a maximum of 10% of the total contract value during the entire period of the contract. The decision of the Engineer-in-Charge will be final and binding in this regard.
- ii. All possible efforts shall be made to minimize the down time of any equipment and in no case it shall exceed the following limits:-
  - a) 4 (Four) hours for all minor and routine breakdowns
  - b) 2 (Two) days for major breakdowns and 1 (one day) for gas leakage of refrigerant compressor(s). In case of the major breakdown(s) of refrigerant compressor(s), the contractor shall immediately assess the extent of such breakdown and communicate in writing, such details to the Engineer-in-Charge along with the schedule for restoration and obtain his approval for the same. If the time taken for rectification exceeds the time period allowed/approved by the Engineer-in-Charge, the penalty shall be imposed on the contractor as follows:

Rs. 1,000/-	per day for non functioning of each chilling unit (including compressor) beyond the approved time limit for such rectification.
Rs. 1,000/-	per day for non functioning of each AHU.
Rs. 300/-	per day for non functioning of each Cooling (Condenser) water pump.
Rs. 300/-	per day for non functioning of each chilled water pump.
Rs. 50/-	per day per location where the temperature deviates from the prescribed limits.
Rs 1,000.00	Per day per manpower not in confirmation with item no. 4 of Manpower deployment.

## 6. PROVISION OF STITCHED UNIFORM BY BIDDER:

All the workmen engaged by the bidder shall be provided with uniforms as specified below:

**FOR SUMMER:**

Terry cot stitched uniforms with Vendors name on shirt pocket.

#### **FOR WINTER:**

Same as above with closed necked coat or pullover.

Safety shoes of Bata or equivalent with socks for all seasons.

#### **7. Rates:**

The tenderer should quote lumpsum annual rates, which shall remain firm throughout the initial contract period. No separate payment shall be made for providing services on weekly off days/ holidays.

#### **8. Payment Terms:**

The total lump sum charges for operation & day-to-day maintenance as per Annexure A will be divided into twelve equal monthly installments to workout the monthly charge.

The monthly bills for the operation and maintenance shall be raised for the services rendered during the previous month to the Engineer-in-charge.

Necessary statutory deductions rates like Income Tax, Work contract tax etc as per prevailing shall be effected from the monthly bills.

#### **SPECIAL CONDITIONS OF CONTRACT:**

1. The contract shall be valid for a period of one year (12 months) or part thereof from the date of LOI/award of the work and BHEL may extend at its discretion the contract further for a period of one year on the same terms and conditions. BHEL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor, in writing.
2. The contractor shall mobilize and place in position necessary resources within 07 (seven) days of the receipt of the Letter of Intent (LOI) or work order which ever is earlier. He shall also give actual details of competency of persons being deployed (Qualification, Experience in similar systems, etc.) with in 05 days from the receipt of the letter of Intent (LOI) / Work Order which ever is earlier.
3. The successful tenderer shall make a security deposit for an amount of 10% of the contract value with BHEL with in 7 days from the date of receipt of LOI/Work Order which ever is earlier. The earnest money will be adjusted against this security deposit and any difference in the security deposit and earnest money will have to be deposited. The security deposit shall be refunded only when the contractor has obtained completion certificate from the Engineer-in-charge.

4. AC system at HRDI training Institute will be handed over, as a whole, to the Contractor in running condition. However at the time of taking over the contractor in association with BHEL shall list out the deficiencies, if any observed, within ten days of order failing which it will be deemed that all items are in good condition except those which can be proved otherwise within reasonable time limit to the satisfaction of BHEL. The contractor shall operate (HVAC system) and maintain these systems as a whole and hand over the same in good operating condition after completion of the contract period to the new contractor. A grace period of one week over expiry of the contract shall be available to BHEL on behalf of the contractor when he and his persons may be called to complete the handing over formalities to the new contractor associating BHEL. Any deficiency or damage to the equipment found, at the time of taking over the system back will be to the contractor's account.
5. The contractor shall make own arrangements for almirah /locker etc., for the safety and security of the equipments, tools, tackles etc. BHEL shall not be responsible for any misplacement or damage or theft of the contractor's equipments, or any other articles.
6. Water & Electricity will be provided free of cost to the contractor for the operation and maintenance of the system.
7. In case of break down in the system, the contractor shall immediately take up the rectification work and start/stop the other Unit(s), as the case may be and thereafter rearrange/ replace the damaged items, if any, so as to make the system ready within shortest possible time not exceeding a maximum period of 4 hours.
8. The Check/log sheets and tests required/specified are for general guidance. The same are subject to modification, as and when necessary for efficient functioning of equipment, keeping in view the recommendations of the equipment manufacturer, experience on the equipment and the actual requirements. Such modifications in the documents shall have prior approval of BHEL.
9. The contractor shall quote for total scope inclusive of all types of labour, tools, tackles, materials, spares, consumables, etc. under annual fee for the entire job contract, as per Annexure-H.
10. The contractor shall take into account, well in advance, the requirement of resources like Supervisor & technical hands, special tools, tackles, spares, consumables and any other material required for smooth, safe and efficient operation and maintenance of the system.

11. The contractor shall arrange all repairs & spares necessary to run the system smoothly and uninterruptedly. The cost of arranging all repairs/replacements as well as spares & their transporting shall be an integral part of the lumpsum fee (as per Annexure 'H') and no extra payment, whatsoever shall be made by BHEL on this account.
  
12. Rewinding of all electric motors of pumps & fan coil units (including refrigerant compressor motors) shall be done by the contractor as & when required. All materials & jobs involved in making the electric motors functional & refitting the same, i.e. replacement of bearings, bushes, end plate, cooling fan, balancing/ machining of rotors etc shall be the responsibility of the contractor & no extra payment, whatsoever shall be made by BHEL on this account.
  
13. The lube oil and refrigerant shall be provided by the contractor as per the requirement and manufacturer's recommendations. The arrangement for lifting / transportation of lube oil and refrigerant from the sales outlet and charging the same in the equipment shall be made by the contractor. The cost of lube oil and refrigerant, lifting, handling, transporting and charging / filling the same in to the equipment shall be an integral part of the lump sum fee ( as per Annexure 'H') and no extra payment, whatsoever shall be made by BHEL on this account.
  
14. The contractor shall provide and maintain all tools, tackles accessories, equipments and normal consumables like grease, Lube Oil, Gland Packing, PVC Tape, Small Screws, Nut, Bolts, Cleaning Cloths and Cleaning liquids (i.e. CRC, CTC), acid, etc. for carrying out the subject job and all other such jobs in relation to the subject job as instructed by the engineer-in-charge from time to time. BHEL shall make no extra payment, for all these items.
  
15. The contractor shall be wholly responsible for theft, burglary, break down or any mischief done by their staff, and any loss to BHEL shall be recovered from the immediate bill of the contractor.
  
16. The contractor shall abide by the rules and regulations of the security and safety as laid down and prevalent in BHEL from time to time.
  
17. Any material brought inside the premises or taken out from the premises shall have necessary prior permission from the competent authority of BHEL.
  
18. All the jobs/works carried out shall conform to relevant standards, codes and practices. The workmanship shall conform to sound engineering practices and standard norms of the industry. If the contractor fails to attend/ to rectify within a reasonable time limit (duly approved by BHEL ) the fault of HVAC System or any equipment and points/works related with the maintenance for efficient operation of the plant or systems, the same shall be got attended by specialized agencies at the risk and cost of the contractor, for which necessary deduction shall be made from the contractor's bill. This point shall

be independent of the penalty clause and the deductions for service charges/attending maintenance points shall not have any ceiling.

19. During the tenure of the contract, the contractor shall coordinate his work with other agencies working inside or outside the Institute premises while attending to the specified jobs as per the contract. Any damage caused by the contractor or his team to the premises & its equipment shall be repaired/replaced by the contractor at his own cost. If the repair/ replacement job is not done by the contractor, within a reasonable time, duly approved by BHEL. BHEL shall get it done & the cost so incurred, without any ceiling will be deducted from the contractor's bill. The

contractor on the expiry of his contract shall assist the next contractor to understand the operation and maintenance points of the system in total. The contractor shall continue to depute/deploy the supervisor and the necessary resources in general shift for one week after expiry of the previous contract without any extra claim for the same. For the purpose of major repairing work required at service centre and major overhauling etc., the facilities for lifting, handling, transportation, transit insurance etc. of the equipment or any appliances shall be provided by the contractor without any claim for the same.

20. Contractor shall arrange ladders, scaffolding, shuttering access etc., for all the works at his cost and risk.
21. The Supervisor &/or team on duty shall not leave the premises during duty hours to procure the material or for any other work. The contractor shall depute separate resources for such work without any extra charges.
22. In case of the routine maintenance jobs which can not be completed/carried out during normal working hours, it shall be the responsibility of the contractor to carry out such jobs either after normal working hours on working days or on Sundays/ Holidays. No extra payment shall be made to the contractor on this account. Contractor shall also take the necessary permission for overstaying and for Sundays/Holidays from BHEL for such purposes, well in advance.
23. The contractor shall have the responsibility to co-ordinate and supervise the Supervisor & technical experts/external party called by him or by BHEL to carry out maintenance job. Therefore, the supervisor of the contractor may have to come even on holidays / Sundays and may be required to stay even after the normal office hours as per instruction of Engineer-in-Charge at no extra cost to BHEL. Contractor shall also take the necessary security passes from BHEL for such purposes, well in advance.
24. The contractor shall ensure all his workmen deployed for undertaking contractual obligations.
25. The contractor shall ensure and will be solely responsible for timely payment of wages and other dues to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company (i.e. BHEL) against all charges, claims, dues etc. arising out of disputes relating to the dues, and

employment of the personnel deployed by him .Wages payment should be made in the presence of BHEL representative.

26. The contractor shall indemnify the company (i.e.BHEL) against all losses or damages caused to it on account of the acts of the personnel deployed by the contractor.
27. The contractor shall ensure regular and effective supervision of the personnel deployed by him.
28. The Contractor shall raise bills for the operation and maintenance of the services under the contract on monthly basis. The value of each monthly bill be arrived at on the basis of the Annual contract value converted into equated monthly amount.
29. During the tenure of the contract, the contractor shall coordinate his work with other agencies working inside or outside the HRDI premises while attending to the specified jobs as per the contract.
30. Any damage caused by the contractor or his team to the premises & its equipment shall be repaired/replaced by the contractor at his own cost. If the contractor does not do the repair/replacement job, within a reasonable time, BHEL shall get it done & the cost so incurred will be deducted from the contractor's bill.
31. On expiration of the contract the contractor shall assist the next contractor to understand the operation and maintenance points of the system in totality by providing supervision services and the necessary resources in general shift for one week without any extra claim for the same.
32. The workforce strength indicated in the tender document which shall be part of contract is only for routine maintenance. The contractor shall however, provide at no extra cost, the required workforce including supervisor, technical experts or external agency beyond normal working hours and on holidays/Sundays as per exigency of work after obtaining necessary permission from BHEL.
33. The contractor shall quote for total annual charge for the entire job as per Annexure - H.
34. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the head of the Institute. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Noida / Delhi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences

arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Delhi Courts.

## **STATUTORY OBLIGATION**

35. The contractor (which shall include the Contracting Firm/Company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the competent authority under the Contract Labour(Regulation and Abolition) Act,1970 .The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, ESI Act, 1948, Contract Labour(Regulation and Abolition) Act,1970, .Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act 1923,Payment of Gratuity Act,1972,Payment of Bonus Act,1965,Income Tax Act, Service Tax Act and other relevant Acts, Rules & Regulations in force from time to time.
36. The contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering the services to BHEL and shall deposit the required amounts with concerned statutory authorities on or before the due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees' and the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BHEL.
- a. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & PM Act,1952 to the RPFC.
  - b. Contractor shall ensure payment of ESI contribution under ESI Act,1948 and provide ESI membership No./card of each employee.
  - c. Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension, ESI contribution administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
  - d. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
  - e. Contractor shall be solely responsible for non-payment/delayed payment of wages/ DA, contributions under EPF & MP Act, etc.
  - f. In case their 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.

- g. 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.
  - h. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
  - i. Contractor to obtain insurance cover for his employees/equipment/tools and tackles etc and take third party risk insurance converge at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of his property and / or his employees.
  - j. Contractor should have independent code numbers/exceptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
  
  - k. Payment of bonus under the payment of Bonus Act, payment of gratuity under Act will be the sole responsibility of the contractor.
  - l. Over and above the daily wage rate, payment shall be made for leave with wages.
  - m. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
  - n. Contractor should issue appropriate appointment letters to his employees.
  - o. 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 contract.
37. The contractor shall regularly submit all relevant records/documents in this regard to BHEL representative for verification.
38. After the expiry of the contract or in case the contract is terminated, the contractor shall hand over both the systems, as a whole, in good running/operating condition. The cost of any item found defective or not in running condition shall be to the contractor's account.

**GENERAL INSTRUCTIONS TO TENDERERS.**

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super scribing the name of work as a given in the tender notice.
2. The tender shall address to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings of the tender documents issued are incomplete or shall require clarification on any of the technical aspect. Scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on ground of lack of knowledge.
7. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED Along with THE OFFER BY the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
8. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER of the two will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

9. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

10. **QUALIFICATION OF TENDERERS :**

Only Tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work offers from tenderers who do not have proven and established experience in the field are not likely to be considered

11. **DATA TO BE ENCLOSED :**

Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.

11.1 **PREVIOUS EXPERIENCE :**

A statement giving particulars (duly supported by documentary evidence) of the various services rendered in progress for each similar work by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc.

The organization pattern that are totally available with him and that will be employed by the tenderer for this or in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc.

11.2 An attested copy of the power of Attorney, in case the tender is signed by an individual other than the sole Proprietor shall also be attached.

11.3 A list of tools and tackles (including cranes, tractor trailers, winches, derricks, welding sets etc, wherever applicable) that the tenderer is having and those that will be deployed on this job.

NOTE : In terms of clauses above all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped.(in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

## **12 EARNEST MONEY DEPOSIT:**

Every tender must be accompanied by the prescribed amount of Rs. 40,000/- Earnest Money Deposit in any one of the following forms. (All securities are to be discharged and pledged in favour of BHEL)

NOTE: Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted

- 12.1 Fixed Deposit Receipt (for at least six months), Call Deposit Receipt, Pay Order, Demand Draft from State Bank of India/Nationalized Banks duly pledged in favour of Bharat Heavy Electricals Limited, New Delhi
- 12.2 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.3 The earnest money deposit of the successful tenderer shall be refunded / adjusted against security deposit, as the case may be.
- 12.4 In case of unsuccessful tenderers, the Earnest money will be refunded to them after finalization of the tender without interest.
- 12.5 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful tenderer
  - a. After opening of Tender, revokes/ withdraws his tender within the validity period revises/ alters his earlier quoted rates/ conditions.
  - b. Fails to communicate unqualified acceptance of Letter of Intent.
  - c. Fails to submit 50% of the total Security Deposit before start of work.
  - d. Fails to start the work as may be indicated in the Letter of Intent.

## **13. AUTHORISATION AND ATTESTATION:**

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.

## **14. VALIDITY OF OFFER:**

THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF THREE 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.

## **15. EXECUTION OF CONTRACT:**

The successful tenderers 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 an agreement in the prescribed form of BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion and making required number of copies and compilation of contract documents duly bound/ titled and stamping/registration of the agreement with prescribed authority, if necessary, shall be borne by the contractor.

## **16. SECURITY DEPOSIT**

Upon acceptance of tender, the successful tender must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.

16.1 The total amount of Security Deposit shall be as follows :

- a. In case of work costing up to Ten lacs : 10% of the contract value
- b. Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakhs +7.5% of the amount exceeding Rs. 10 lakhs.

16.2 The Security Deposit will be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms.

- a. The total Security Deposit as indicated in the Letter of Intent in the form of Bank Guarantee in the prescribed Performa of BHEL.
- b. 50% in the form of Bank Guarantee in the prescribed Performa of BHEL & balance shall be recovered by deductions from running bills @ 10% of the value of each running bill, till the full Security Deposit is made up.
- c. The validity of the Bank Guarantee furnished towards Security Deposit under a & b above shall be up to the period of completion of work as stipulated in the Letter of Intent and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

16.3 If the value of the work done at any time exceeds the accepted agreement 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.

16.4 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.

16.5 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realized fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

16.6 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to 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 claims of any other contracts with BHEL.

**16.7 RETURN OF SECURITY DEPOSIT :**

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

17 The interest shall not be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys use to the contractor.

**18 REJECTION OF TENDER AND OTHER CONDITIONS :**

18.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

- a) To reject any or all of the tenders.
- b) To split up the work amongst two or more Tenderers.
- c) To award the work in part.
- d) In either of the contingencies stated in b and c above to modify the time for completion suitably.

18.2 Conditional and unwitnessed tenders, tenders

Containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc. is liable to be rejected.

- 18.3 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.
- 18.4 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.
- 18.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit/ any other moneys due.
- 18.6 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 18.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders/Directors have relation or relations employed in BHEL, the authority inviting tender shall be informed to 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.
- 18.8 The successful tenderer should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 18.9 NO DEVIATIONS TO THE TENDER CONDITION WILL NORMALLY BE ACCEPTED. HOWEVER, IF THE TENDERER INSISTS FOR CERTAIN DEVIATIONS TO THE CONDITIONS, FINANCIAL IMPLICATION THERE OF SHALL BE LOADED TO THE QUOTED PRICE FOR EVALUATING THE TENDERER'S OFFER.
- 19.0 BHEL reserves the right to place award of job by reverse auction. The methodology of reverse auction is enclosed Annexure-F (Pg. 1-13)
- 20.0 The period of AMC will be one year with an option to BHEL to extend the same for one more year on the same Terms and Conditions.

## **GENERAL TERMS AND CONDITIONS**

1. The following terms & expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

BHEL (OR B H E Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI 110049 or its authorized Officer or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.

'GENERAL MANAGER' shall mean the Officer in Administrative charge of the contracting Unit of BHEL.

'ENGINEER' or 'ENGINEER-IN CHARGE' shall mean Engineer deputed by BHEL. The terms include Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officer in charge at Head Office.

'SITE' shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per specifications of this Tender.

'CLIENTS OF BHEL' or 'CUSTOMER' shall mean the project authorities to whom BHEL is supplying the equipment

'CONTRACTOR' shall mean the individual, firm or company who enters in to contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules or Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any the tender documents and the Letter of Intent / Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the letter of Intent and incorporated in the Agreement.

'GENERAL CONDITIONS OF CONTRACT' shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.

'TENDER SPECIFICATIONS' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specification.

'TENDER DOCUMENT' shall mean the General instruction to tenderers (section -I), special condition of contract and tender specification

'LETTER OF INTENT' shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and confirming to the specifications of the Contract.

'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.

'EQUIPMENT' shall mean all equipment, machineries, and materials, structural, electrical and other components of the plant covered by the Contract.

'TESTS' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship performance and the efficiency of the contracted work or part thereof.

'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.

'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.

'SINGULAR' and 'PLURAL' etc. words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body of Individuals, whether incorporated or not.

‘ HEADINGS’ the headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken in to consideration in the interpretation or construction thereof or the contract.

‘MONTH’ shall mean calendar month.

‘WRITING’ shall include any manuscript, typewritten or printed statement under the signature or seal as the case may be.

## 2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

## 3. ISSUE OF NOTICE

The Contractor shall furnish to the Engineer, the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

## 4. USE OF LAND

No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

## 5 COMMENCEMENT AND COMPLETION OF WORK

5.1 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.

5.2 If the successful tenderer falls 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 without prejudice to any and all of BHEL’s other right and remedies in this regard.

5.3 All the Works shall be carried out under the direction and to the satisfaction BHEL.

5.4 The transported equipment, erected / constructed plant or work performed under the Contract, as the case may be shall be taken over when it has been completed in all respects and / or satisfactorily put in to operation at site.

## 6. MEASUREMENT OF WORK AND MODE OF PAYMENT

6.1 All payments due to the contractor shall be made by 'Account Payee' Cheque.

6.2 For progress / running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month / period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities / weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

6.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the Measurement Book and signed by both the parties.

6.4 Based on the above quantities, contractor shall prepare the bills in the prescribed Performa and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.

6.5 All recoveries due from the contractor for the month / period shall be affected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.

6.6 Measurement shall be restricted to that quantity for which it required to ascertain the financial liability of BHEL under this contract.

6.7 Measurement shall be taken joint by persons duly authorized by BHEL and the Contractor

6.8 The contractor shall bear the expenditure involved. If any in making the measurements and testing of materials to be used/used in

6.9 The work. The Contractor shall, without extra cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.

6.10 If, at any time due to any reason whatsoever, it becomes necessary to premature the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.

- 6.11 Passing of bills covered by such measurements 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.
- 6.12 Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specification of BHEL. The Contractor shall give unqualified 'No Claim ' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.

## **7 RIGHTS OF BHEL**

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

- 7.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract poor quality of work, persistent disregard of instruction of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, nonfulfilment of any contractual obligations etc, and to claim/ recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/other dues
- 7.2 To withdraw any portion of work and/ or to restrict/alt quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.
- 7.3 To terminate the contract after due notice 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:
- a. Contractor's continued poor progress.
  - b. Withdrawal from or abandonment of the work before completion of the work.
  - c. Corrupt act of the contractor.
  - d. Insolvency of the contractor.
  - e. Persistent disregard of the instructions of BHEL.
  - f. Assignment, transfer, subletting of the contract work without BHEL's written permission.
  - g. Non- fulfillment of any contractual obligations.

- 7.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads. in case of termination of contract and to levy liquidated damages **for delay in completion of work, at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value.**
- 7.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 7.7 To affect recoveries from any amounts due to the contractor under or any other contract or in any other form the moneys, which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 7.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished their in are indicative and approximate and the rates quoted shall not be subject to revision.
- 7.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency/poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 7.10 While every endeavor will be made by BHEL to this end, BHEL can not guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to compensation/extra payment on this account.
- 7.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.

## **8. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.

As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customer.

The Contractor shall comply with all state and central Laws, Statutory Rules, Regulations, etc., such as : The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The employer's Liability Provident fund Act, Employees, State Insurance Scheme,

The Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities. Documentary evidence of the same shall be produced to BHEL

The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. if any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.

The contractor shall fully indemnify and keep indemnified BHEL / its customer against all claims of whatever nature arising during the course of execution of this contract.

In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

Any delay in completion of works or non - achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resource or by working extra hours or more than one shift at no extra cost to BHEL.

The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

The contractor will be directly responsible for payment of wages to his workmen. A pay - roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.

In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

- 8.1 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.

The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.

- 8.2 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majored conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.

The contractor shall keep the area of work clean and shall remove the debris etc. While executing day - to - day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc., constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and / or as per the instructions of the Engineer.

The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

**9. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**

- a. All safety rules and codes applied by BHEL / its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc., as per usual standards and practices.
- b. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.
  - i. Safety Helmets conforming to IS - 2925
  - ii. Safety Belts conforming to IS - 3521
  - iii. Safety Shoes conforming to IS - 1989
  - iv. Eye & Face Protection devices conforming to IS - 8520 and IS - 8940.
  - v. Hand & body protection devices conforming to IS -2573, IS - 6994, IS - 8807 & IS - 8519.
- c. All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
- d. All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of 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 contractor shall have safe plugging system to source of power and be appropriately earthed.
- e. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

- f. 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 provision 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, Government of India etc. Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.
- g. 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.
- h. In case of a fatal or disabling injury / accident to any person at construction sites due to 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.
- i. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquires.
- j. In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- k. If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the 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.
- l. The contractor shall report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.

- m. During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passageways and stairs in and around site.
- n. All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- o. Contractor shall provide enough fire protecting equipment of the types and numbers at his office stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fir by the Engineer.
- p. 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.
- q. 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 of the job.

#### **10. CONSEQUENCES OF CANCELLATION**

Whenever BHEL exercise its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered form the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

10.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

## **11. INSURANCE**

11.1 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per workmen's compensation Act. The work will be shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will followed by the contractor.

11.2 If due negligence and / or non - observance of safety and other precautions, any accident / injury occurs to any other persons / public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

11.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage / loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police investigation report shall be submitted to BHEL for taking up with insurance.

## **12. STRIKES AND LOCKOUT**

12.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the contractor.

12.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

### 13. **FORCE MAJEURE**

- 13.1 The following shall amount to force majeure conditions. Act of any Government, War, Sabotage, Riots, Civil Commotion. Police Action. Revolution. Flood, Fire, Cyclone, Earthquake and Epidemic and other similar cause over which the contractor has no control.
- 13.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the contractor shall not be eligible for any compensation on this account.

### 14. **GURANTEE**

Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of six months from the date of completion of work as certified by the Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty material and workmanship during the guarantee period starting from the date of completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

### 15. **ARBITRATION**

All disputes between the parties to the contract arising out of or in relation to the contract, other those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provision of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manger of his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

The Arbitrator may, form time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the contract is issued or such other place as the Arbitrator at his discretion may determine.

**Round the clock operation and maintenance of 3X80 TR HVAC System**

**ENQUIRY NO : MG/HK/PUR/002 DTD. 18/06/2010**

**Annexure**

**- (I)**

<b>BUYER NAME</b>	BHARAT HEAVY ELECTRICALS LIMITED HRDI - NOIDA
<b>AUCTION TO BE CONDUCTD BY</b>	M/s. e-Procurement Technologies Ltd. (abcprocure) B-705, Wall Street-II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380 006, Gujarat, India.  Ph. Nos. : +91 79-40016860 / 861 / 863 / 864 / 867 / 868 / 877 / 883 / 884 / 885 / 886 / 807  Fax No. : +91 79-40016 876 / 816 / 831  <a href="http://www.abcprocure.com">www.abcprocure.com</a>
<b>DATE OF AUCTION</b>	<b>Auction Date :</b> Dynamic Sealed Bid: - (IST) Reverse Auction: - (IST)  Auction Website : <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>
<b>DOCUMENTS ATTACHED</b>	1) BUSINESS RULES FOR REVERSE AUCTION 2) TERMS & CONDITIONS (ANNEXURE –II) 3) PRICES ( ANNEXURE – III ) 4) PROCESS COMPLIANCE FORM ( ANNEXURE – IV) 5) FINAL PRICES ( ANNEXURE – V ) 6) CONTACT INFORMATION
<b>SPECIAL INSTRUCTIONS</b>	<b><u>Bidding in the last minutes and seconds should be avoided in the bidders own interest..Neither the Service Provider nor BHEL will be responsible for any lapses /failure on the part of the vendor, in such cases</u></b>

## ***BUSINESS RULES FOR REVERSE AUCTION***

### **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, BHEL-Noida may resort to "ONLINE REVERSE AUCTION PROCEDURE" i.e. **ONLINE BIDDING on INTERNET.**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to email a scanned copy of the Process Compliance Form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet, if any (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like packing & forwarding charges, inspection charges, Taxes and duties, Freight charges, Insurance, Service tax for services and loading factors (for non-compliance to BHEL standard Commercial terms and conditions.) for each the vendor to enable them to fill-in the price and keep it ready for keying in during the auction.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. [Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.](#)
13. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

## **Round the clock operation and maintenance of 3X80 TR HVAC System**

### **ENQUIRY NO : MG/PUR/HK/002 DTD.18/06/2010**

BHEL/PEM proposes to procure FIRE SEALING SYSTEM through reverse auction mode. BHEL has made arrangement with **M/s e-PROCUREMENT TECHNOLOGIES LTD**, who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to **M/s. e-Procurement Ltd. Ahmedabad**. Furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. e-Procurement Ltd. Ahmedabad is responsible for such eventualities
2. **M/s. e-PROCUREMENT TECHNOLOGIES LTD** shall arrange to demonstrate/ train (if not trained earlier) your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process to BHEL/service provider.
3. **Price, referred anywhere below, shall be Landed Cost to BHEL at site for total scope of work for providing Comprehensive AMC and round the clock operation of 3x80 TR HVAC but excluding service taxes** Optional Prices should not be included.

4. Bidding will be conducted in Indian Rupees. In case of foreign currency bids, the exchange rate (TT selling rate of State Bank of India) prevailing on previous working day of the auction date will be considered for conversion in Indian Rupees.
5. Only those bidders who have submitted the Dynamic sealed bid shall be eligible to participate further in Reverse Auction process.

## 6. **Procedure of Reverse Auctioning**

Auction shall be in two parts- i) Dynamic Sealed Bid &  
ii) English Reverse (no ties) {Reverse Auction}

**Dynamic Sealed Bid in which the vendors shall be asked to enter the price on lump sum basis as per clause 3 above minus service taxes for total scope of Round the clock operation and maintenance of 3X80 TR HVAC System , which should be same as already submitted in Hard copy to BHEL in sealed bid. Optional Prices should not be included.**

- i. The Dynamic Sealed Bid shall be carried out for 30 minutes so that all the participating bidders can enter their data **correctly**. In this type of Auction, Vendors shall be allowed to quote once only and **will not** be able to see the Bids of other Bidders as well as the Lowest Bid.
- ii. Any changes made by BHEL / service provider after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
- iii. **English Reverse (no ties) {Reverse Auction}**: BHEL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction. Moreover, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value
- iv. The bid decrement amount lump sum shall be specified by BHEL at the start of bidding.
- v. Any commercial/technical loading shall be intimated to **bidders** in advance. Commercial/technical loading if any shall be added by the respective bidder in its price during Dynamic Sealed Bid & **Reverse Auction**. Modalities of loading & de-loading shall be separately intimated to the bidders.

- vi. After the completion of **Reverse** auction, the Closing Price (CP) shall be available. In case, any commercial/technical loading was made to L1 bidder price, it shall be de-loaded from the closing price of L1 bidder (CP) for further processing.
- vii. In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell.
- viii. **The ratio of Closing price and original quoted price shall be applied to all the elements of originally quoted prices item wise to arrive at the final price break up. The ratio of Closing price and original quoted price shall also be applied to optional items and unit rates for addition & deletion.**
- ix. If prices quoted by L1 bidder in Dynamic Sealed Bid is higher than prices in Hard price bid suitable action shall be taken by BHEL against the bidder and the final order price shall be derived in the following ways:-
  - a. If L1 bidder by mistake, quotes prices in Dynamic Sealed Bid as inclusive of service tax, then his closing price shall also be considered as inclusive of service tax and order shall be placed on his closing price as inclusive of service tax.
  - b. *If the prices quoted by L1 bidder in Dynamic Sealed Bid could not be derived from his Hard Bid then his closing price shall be reduced proportionately to arrive at Final order value.*
  - c. *If the prices quoted by L1 in Dynamic Sealed Bid includes the prices of optional items then his closing price shall be reduced by the value of optional item/s derived after applying the discount obtained in RA.*
7. Successful vendor shall be required to submit the break-up of final prices quoted during the dynamic auction / arrived at as per para ix, in prescribed format as provided on case to case basis, to BHEL through service provider, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction, within two working days of Auction without fail.
8. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite suitable action by BHEL as per prevailing procedure.
9. English Reverse (no ties) Auction shall be for a **period of 60 minutes**. If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-

extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bids during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU).

10. During English Reverse (no ties) Auction, if no bid is received within the specified time, BHEL, at its discretion, may decide to scrap the reverse auction process/ proceed with conventional mode of tendering (opening of Part-II of final bids submitted by you earlier).
11. Your bid will be taken as an offer to sell. Bids once made by you, cannot be cancelled/withdrawn and you shall be bound to sell the material as mentioned above at your final bid price. **Should you back out and not make the supplies as per the rates quoted, BHEL shall take action as appropriate.**
12. You shall be assigned a **Unique User Name & Password** by **M/s e-PROCUREMENT TECHNOLOGIES LTD.** You are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from **M/s e-PROCUREMENT TECHNOLOGIES LTD** to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
13. You shall be able to view the following on your screen along with the necessary fields during English Reverse (no ties) {Reverse Auction} :
  - a. Leading Bid in the Auction (only total price of package)
  - b. Bid Placed by you
  - c. Opening Price.
  - d. Start Price & Decrement Amount
14. At the end of the Reverse Auction, L1 bidder shall be the winner and shall be confirmed by service provider/BHEL. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
15. BHEL shall be at liberty to call L1 bidder for further negotiation / cancel the reverse auction process/ tender at any time, before ordering, without assigning any reason.
16. BHEL/Service provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
17. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
18. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.

19. The bidder shall not divulge either his bids or any other exclusive details of BHEL to any other party.
20. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
21. You are required to submit your acceptance to the terms/ conditions/ modality given above before participating in the reverse auction.

## ANNEXURE –(II)

## Terms &amp; Conditions of Reverse Auction

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s e-PROCUREMENT TECHNOLOGIES LTD**. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password **M/s e-PROCUREMENT TECHNOLOGIES LTD**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not execute the work as per the rates quoted, BHEL and / or **M/s e-PROCUREMENT TECHNOLOGIES LTD**, shall take action as *appropriate*.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. **AUCTION TYPE:**
  - i) Dynamic Sealed Bid &
  - ii) English Reverse (no ties) {Reverse Auction}.
5. **DURATION OF AUCTION:** The duration of Auction will be for 60 Minutes. If a bidder places a bid in the last 05 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 05 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 05 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 05 minutes. In case, there is no bid in the last 05 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiple of Bid Decrement. Also, please note that the start price of an item in the online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own Online Initial Sealed Bid price, you still need to bid in the online reverse auction. Moreover, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement,

or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

**7. VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –No ties Auction:

- Leading Bid in the Auction
- Bid Placed by him
- His Own Rank
- Start Price & Bid Decrement Value

**8. AUCTION WINNER:** At the end of the Reverse Auction, the lowest bidder will be the winner.

The winner after the completion of reverse auction will submit their reworked prices in the excel sheet duly stamped and signed

**9. PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer. The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.

- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.
- This feature can be used only once during a particular Reverse Auction and only after the L1 rate is equal to or less than the minimum bid amount that the bidder has put in the system will he get the option to manually bid for the same. In no case during the bidding till the L1 rate or less is not reached as equivalent to the minimum bid amount offered by the bidder, will the bidder get the option to manually bid for the same.

**10. OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.

- BHEL along with **M/s e-PROCUREMENT TECHNOLOGIES LTD** can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or **M/s e-PROCUREMENT TECHNOLOGIES LTD** after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- **M/s e-PROCUREMENT TECHNOLOGIES LTD** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- **M/s e-PROCUREMENT TECHNOLOGIES LTD** is not responsible for any damages, including damages that result from, but are not limited to negligence. **M/s e-PROCUREMENT TECHNOLOGIES LTD** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.**

- All the Bidders are required to submit the process compliance /Agreement Form (Annexure- IV) duly signed to **M/s e-PROCUREMENT TECHNOLOGIES LTD**. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, successful bidder has to submit the Price Breakup in the Annexure V immediately to **M/s e-PROCUREMENT TECHNOLOGIES LTD** for further proceedings.

**ANNEXURE – (III)**

The following fields will appear in the bidding screen wherein bidders are to enter their prices and the prices should be as the formatted output of the excel sheet provided to the vendors.

**Round the clock operation and maintenance of 3X80 TR HVAC System**

<b>SN</b>	<b>PROJECT</b>	<b>Scope</b>	<b>Total annual fee (Rs).</b>
1.	<b><u>BHEL(HRDI)</u></b>	1. Lumpsum annual fee for the work of operation and maintenance, as per specification, the terms and conditions laid down in the tender documents of the 3x80 TR HVAC System installed at BHEL, HRDI, Noida on round the clock basis along with charges for necessary resources and spares.	In figures  In words
		2. Service Taxes, as applicable (to be indicated in %).	In figures  In words

**Note: Evaluation will be done on SI. No. 1 excluding Service Tax**

Date:

Signature:

Place:

Name &amp; Designation:

Stamp of the firm:

**Annexure – (IV)**

**Process Compliance Form**

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)

**M/s. e-Procurement Technologies Ltd. (abcprocure)  
B-705, Wall Street-II, Opp. Orient Club,  
Nr. Gujarat College, Ellis Bridge,  
Ahmedabad – 380 006, Gujarat, India**

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

**This has reference to the Terms & Conditions for the Reverse Auction mentioned and in the Tender Document Reference No.- MG/HK/PUR/002, DT: for Round the clock operation and maintenance of 3X80 TR HVAC System**

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We confirm that we have changed the password after first log in.
- 3) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 4) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 5) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure V.
- 6) We have noted that BHEL shall take action as appropriate, in case we do not enter the same price as already submitted in Hard copy to BHEL in sealed bid.
- 7) We have noted that incase BHEL resorted to re-tendering, due to clause 5 of business rule for price discrepancy, the procurement shall be done from the some other sources at our Risk & Purchase.
- 8) We confirm that we will enter the price in RA portal, which should be same as already submitted in Hard copy to BHEL in sealed bid.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Scan & email this document to [abcprocure](mailto:abcprocure).**

**Annexure (V)**

**M/s. e-Procurement Technologies Ltd. (abcprocure)  
B-705, Wall Street-II, Opp. Orient Club,  
Nr. Gujarat College, Ellis Bridge,  
Ahmedabad – 380 006, Gujarat, India**

**Sub: Final price quoted during reverse auction and price break up.**

**Round the clock operation and maintenance of 3X80 TR HVAC System**

Dear Sir,

We confirm that the final price quoted during reverse auction is as given below.

“Details of prices are to be given”.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**CONTACT INFORMATION\*\*\*\*\***

<b>M/s e-PROCUREMENT TECHNOLOGIES LTD.</b>	<b>BHARAT HEAVY ELECTRICALS LIMITED</b>
<b>B-705, Wall Street-II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380 006, Gujarat, India.</b>  <b>Ph. Nos. : +91 79-40016860 / 861 / 863 / 864 / 867 / 868 / 877 / 883 / 884 / 885 / 886 / 807</b>  <b>Fax No. : +91 79-40016 876 / 816 / 831</b>  <b>Helpdesk Email-Id: <a href="mailto:helpdesk@tendertiger.com">helpdesk@tendertiger.com</a></b>  <b>Mr. Pradip Parmar Cell : 093286 57215 E-mail : <a href="mailto:pradip@abcprocure.com">pradip@abcprocure.com</a></b>  <b>Ms. Vaishali Soni Cell : 0 9662940485 Email : <a href="mailto:vaishali@abcprocure.com">vaishali@abcprocure.com</a></b>	<b>Anuj Topno Sr. Manager BHEL (HRDI), Plot-25, Sect-16A, Noida 201301</b>  PH: 9650564564 FAX: 0120-2515431 E-MAIL : <a href="mailto:at@bhel.in">at@bhel.in</a>  <b>Mr. NC Lakhanpal DGM , BHEL (HRDI), Plot-25, Sect- 16A, Noida 201301</b>  PH: 9810602151 FAX : 0120 – 2515431 E-MAIL : <a href="mailto:ncl@bhel.in">ncl@bhel.in</a>  Mr. Pradeep Aneja Sr. Accounts Officer BHEL , Siri Fort, N. Delhi-110049  PH:9810194784 E-MAIL : <a href="mailto:pkaneja@bhel.in">pkaneja@bhel.in</a>

**NO DEVIATION CERTIFICATE**

(PI Strike off the clause which is not applicable and ticks the other)

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATION IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE SITUATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. WE HAVE NOTICED THE FOLLOWING CONTRACTION/DISCREPANCIES IN/BETWEEN THE TENDER STIPULATIONS

Sl No.	Section	Clause Para No	Deviation	Reason/Justification

**(Signature off the Bidder)**

## SCHEDULE OF Annual Charges

Description	Total annual fee (Rupees)
<p>1. Lumpsum annual fee for the work of operation and maintenance, as per specification, the terms and conditions laid down in the tender documents, of the 3x80 TR HVAC System installed at BHEL, HRDI, Noida on round the clock basis along with the charges for necessary resources and spares.</p> <p>2. Service taxes, as applicable, extra,( to be indicated in %)r.</p>	

Date :

Signatures :

Place :

Name &amp; Designation :

Stamp of the Firm :