

**Bharat Heavy Electricals Limited**

Electronics Division

Mysore Road, Bangalore – 560 026

Phone: 26998979 / 9449869979

NOTICE INVITING TENDERS (NIT)**TENDER FOR****OPERATION AND MAINTENANCE OF DI WATER PLANTS AT BHEL,****ELECTRONICS DIVISION, BANGALORE-26**

1. TENDER REFERENCE NO/DATE	FS-SCPV/2020/DI/01 Dated:01-02-2020
2. NAME OF THE WORK	Operation and Maintenance of DI Water Plants
3. TYPE OF BID/TENDER	TWO PART(TECHNICAL& COMMERCIAL)
4. DURATION OF CONTRACT	2 (TWO) YEARS
5. ESTIMATED VALUE	Rs 54,20,438/- (Rupees fifty four lakh twenty thousand four hundred thirty eight only)
6. EARNEST MONEY DPOSIT	Rs 1,08,409/- (Rupees One lakh eight thousand four hundred nine only)
7. LAST DATE AND TIME FOR THE RECEIPT OF COMPLETED TENDER	BEFORE 1.00 PM ON 06-03-2020
8. PLACE OF SUBMISSION OF COMPLETED TENDER:	TO BE DROPPED IN THE <u>SC&PV TENDER BOX NO 8</u> KEPT IN THE RECEPTION AREA AT BHEL, ELECTRONICS DIVISION, MYSORE ROAD, BANGALORE – 560 026 ON OR BEFORE 6TH MARCH 2020 1-00PM
9. DATE AND TIME FOR TENDER OPENING	AT 1.30 PM ON 06-03-2020

This tender document contains 22 pages including Instructions to tenderers, Scope of work, Price format, obligations & Undertakings etc. as follows.

CONTRACTOR

1 of 22

ISSUING OFFICER



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

INDEX

Section	Description	Page No
1.	Instructions to tenderers	3-8
2.	Scope of work and Terms & Conditions	9-10
3	Terms and conditions	11-13
4	HSE Policy	14
5.	Format for Technical & commercial terms (Annexure –1)	15
6.	Format for Price Bid (Annexure - 2)	16
7.	Format for End user certificate (Annexure – 3)	17
7	Obligations, Statutory Liability, Additional guidelines & Undertakings.	18-22

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature and company seal on all pages.

CONTRACTOR

2 of 22

ISSUING OFFICER



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

Name of work: **Operation and Maintenance of DI Water Plants**

I. INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the above noted work is hereby invited from Contractors. Please refer to Section II for scope of work, in reference. The offer shall be **submitted in sealed envelope enclosing page 1 to 22 including Annexure - 1 & Annexure - 2. The sealed envelope has to be super scribed with tender reference and tender opening date**
2. Tenders should be addressed to the **Manager (SC&PV-FS) Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026.** The full name and address of the tenderer, the name of the work and date of opening should be indicated on the cover. **Sealed tender should be dropped in the SC&PV tender box No 8 kept in the Reception area at BHEL-Electronics Division, Mysore road, Bangalore-560 026. With a heading mentioning Tender for Operation and Maintenance of DI Water Plants**
3. All entries in the tender documents should be in one ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
4. Tenderers shall fill in all the required particulars in the Format for Technical & commercial terms (Annexure-1) & Price Bid (Annexure-2) provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting tender.
5. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Price with reference to each item and for all the items shown in the attached **Annexure-2**. Amount of each item and the total on each sheet, as also the grand total amount of the whole contract shall be filled by the tenderers. The tenderer should have GST and TIN registration number and GST shall be claimed separately and shall not be included in the basic rates quoted.
6. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
7. (a) The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.

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

CONTRACTOR

3 of 22

ISSUING OFFICER



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

8. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the later case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
9. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s)

10. **Please note that the tender will be opened in the presence of the tenderer or his authorized representative who choose to be present. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.**

11. Rates of EMD shall be as under:

- (i) EMD Amount is Rs 1,08,409/- (Rupees One lakh eight thousand four hundred nine only)
- (ii) **Exemption of EMD** can be availed by genuine MSE vendors as per guidelines of MSMED act 2006 and public procurement policy for MSME, 2012 by ministry of MSME, government of India. **Refer Annexure II (at the end terms & conditions document) for eligibility requirements & formats.**
- (iii) Modes of deposit
The EMD may be accepted only in the following forms:
 - (i) Electronic Fund Transfer credited in BHEL account or **through SBI collect** (classic versoin, state – Karnataka, Type-Public sector under taking, BHEL, Cat- others) (before tender opening).
 - (ii) Banker's cheque/ Pay order/ Demand draft, in favour of “Bharat Heavy Electricals Ltd, Electronics Division, Bangalore” (along with offer)
 - (iii) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

11. Security Deposit

11.1 The successful tenderer shall deposit the Security deposit. The rate of Security deposit will be 5 % of the Contract value

The Security Deposit should be deposited before start of the work by the contractor.

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

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

CONTRACTOR

4 of 22

ISSUING OFFICER



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

- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

11.3 Collection of Security Deposit

- i) At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- ii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- iii) The Security deposit shall not carry any interest.

Security deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work as per this NIT.

- 12. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
- 13. Tenders submitted by post should be sent by "Registered Post with Acknowledgement Due"/Courier service. These should be posted/sent with due consideration for any delay in postal/courier delivery. Tenders received after the due date and time of opening of tenders are liable to be rejected.
- 14. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.

CONTRACTOR

5 of 22

ISSUING OFFICER



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

15. If tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender. If a partner of the firm expires after the submission of the tender or/and after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.
16. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
17. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tender will be liable for any damage caused.
18. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
19. Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies, VIGILANCE etc.
20. The BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received without assigning any reason thereof.

21. Reverse Auction :

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

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

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



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

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

ARBITRATION & CONCILIATION

1.1: Conciliation

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

1.1.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.

1.1.3 The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.



1.2: Arbitration

With a Sole Arbitrator:

- 1.2.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the '**Dispute**'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.
- 1.2.2 The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.
- 1.2.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).
- 1.2.4 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.
- 1.2.5 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.



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

Name of work: **Operation and Maintenance of DM Water Plants**

SCOPE OF WORK FOR OPERATION & MAINTENANCE OF DM PLANTS IN SC&PV AREA

Plants covered under the tender:

1. DI Plant final polishing unit for Devices
2. DI Plant and Polishing unit for PV
3. DI Plant for Large Area Devices

Note: The tenderer should have experience in operation and maintenance of DM Water treatment Plants of Minimum capacity of 3 CMH and total capacity of the plant of 15CMH capacity cumulatively or supply, installation and commissioning of Minimum capacity of 3 CMH and 15 CMH Cumulatively and should be in satisfactory working condition as on 31.01.2020. for Semiconductor/Electronic facility supplying demineralised water of quality of 12 to 18 meg-ohm-cm for a minimum period of two years. The offer of the Vendor who does not confirm to this above requirement will not be considered and will be rejected. O&M end user certificate / E&C certificate from end user to be produced to this effect. Suggested format is enclosed as Annexure-3.

The scope of work includes following jobs:

1. Day to day operation of pre-treatment plants, DM Plants including back washing, regeneration, chemical mixing etc.
2. Maintain the final treated water quality from the plant outlet. The treated water quality shall be better than 12 megohm-cm
3. Maintain log book to indicate final water quality, quantity of chemicals consumed, timings etc.
4. The log book shall be showed and counter signed by the plant in charge daily and also the respective shop floor in charge.
5. Maintenance for water treatment plants including following jobs
 - a) Greasing/oiling of pumps
 - b) Repair/replacement of defective items like ejectors/valves (materials required for repair will be provided by BHEL)
 - c) Minor repair of PVC/FRP Lines of Water/drain/exhaust.
 - d) Handling and storage of chemicals as per BHEL-HSE guidelines.
 - e) Co-ordination with respective agencies in FS department for the repair of defective items
 - f) Monitoring consumption of all chemicals used and reporting to the plant-in-charge.
 - g) Operation of plants shall be as per instructions provided from time to time by BHEL.
 - h) Preventive and routine maintenance activities as per BHEL instructions from time to time of DM Plant drain and related systems and instruments.
 - i) Material required for the job activities will be provided by BHEL.
 - j) Housekeeping in demineralised water treatment plants and vicinity - All equipment and plant area including immediate surroundings shall be kept clean and safe.



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

k) No of persons to be deployed per day is Six (which include 2 highly skilled and 4 skilled)

The contractor shall comply with following conditions.

- a) The operators shall report for duty at the designated shift timings of BHEL every day. No plant shall be left unmanned while in operation due to shortage of operating personnel.
- b) The operators shall strictly comply with the notified shift timings. No change in shifts will be allowed without prior permission from plant-in-charge.
- c) In the event of any problems, any executive of SCPV/FS area shall be contacted and their instructions shall be complied with.
- d) The operating personnel shall always confine themselves to the operating areas of the plants, chemical stores and SCPV/FS area and are prohibited from entering/moving around in other areas of the factory without permission of the appropriate authority.
- e) The operating personnel shall comply with all safety regulations of BHEL strictly. They shall wear safety gadgets provided while working with hazardous chemicals and while working in chemical drain lines. The operators deployed at BHEL shall be trained in handling/storage of chemicals handled in the plant.
- f) Any new operators deployed in the plant shall be trained at your works prior to deployment in the operation and maintenance of the plant and in handling of chemicals required for the plant.
- g) In the event of absence of any operating personnel, alternate operating personnel shall be provided to ensure uninterrupted operation of all DI Plants.
- h) BHEL shall be at liberty to terminate the contract by issuing one month's notice without assigning any reason whatsoever.

The contractor shall comply with the provisions of following acts.

1. Contract Labour Act (R&A) 1970
2. Workmen's Compensation Act of 1923
3. ESI Act of 1948
4. EPI Act of 1952
5. Minimum Wages Act of 1923
6. Bonus/Ex-gratia act
7. Other Government Acts and amendments which are in vogue from time to time.

You shall submit ESI/PF statements of persons deployed in BHEL on monthly basis.

Payment:

Payment shall be made on monthly basis through EFT to authorized Bank only.



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

Terms & Conditions

1. The contract is for a period of two years (i.e. from 01.04.2020 to 31.03.2022) .
2. The offer shall be submitted in two part and shall cover all the technical details .
- 3.0 The Experience of the contractor :–
 - 3.1. The tenderer should have experience in operation and maintenance of DM Water treatment Plants of Minimum capacity of 3 CMH and total capacity of the plant of 15CMH capacity cumulatively or supply, installation and commissioning of Minimum capacity of 3 CMH and 15 CMH Cumulatively and should be in satisfactory working condition as on 31.01.2020. for Semiconductor/Electronic facility supplying demineralised water of quality of 12 to 18 meg-ohm-cm for a minimum period of two years.
 - 3.2 The list of technical personnel with their qualification & experience in the field.
 - 3.3 The infrastructure available with them.
 - 3.4 The certificates received from the Government / Reputed organisation for having taken up similar work of equivalent value.
 - 3.5 The list of clients with their addresses, contact persons.
 - 3.6 The list of works being done at present with the details of Contact persons and addresses.
 - 3.7 The details of the tenderer's office in Bangalore (within 50 KMs radius of BHEL) with the full address, Phone No., FAX No, Mobile No. The offer of the tenderers who do not have local office will not be considered.
 - 3.8. Prices shall be quoted in the price schedule as per the Annexure - 1
04. The contractor shall comply with all statutory regulations like ESI, PF Contract Labor Licence (if applicable), Minimum Wages Act etc.,
05. Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.



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

Category wise BHEL Additional amount:

Category of Contract labour	BHEL Additional Amount per month (Rs.)
Unskilled Worker (USW)	3200
Semi-skilled Worker (SSW)	3700
Skilled Worker (SW)	4100
Highly Skilled Worker (HSW)	4500

BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

06. The rate quoted shall include the wages payable to the employees, Statutory Charges like ESI, PF, Bonus, Holiday & EL wages, Taxes etc., While quoting the rate, the contractor shall take into account, the implication of probable revision in the minimum wages and DA. No additional amount is permitted due to increase any statutory payments and revisions.
- 07 Any periodic change in minimum wages and Statutory compliance as notified by appropriate Govt. during the contract period shall be borne by the contractor. However pursuant to any unforeseen changes in wage structure including changes in basic wages and other components as directed by Govt. directives or BHEL, the contract terms & conditions for wage structure & its impact on the Job/Works contract will be reviewed and suitably compensated by BHEL.
08. The contractor shall issue necessary Uniform, Safety Shoes etc. to their workers..
09. The contractor shall obtain necessary entry passes for their operators and issue to their employees.
10. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.
- 11 Payment will be made once in a month, on submission of monthly bill, against the certification by Supervisor / Executive in charge, within 30 days.
- 12.0 Please note that the following documents shall be submitted along with Running Bill.
 - 12.1 Attendance sheet, wage register, duly signed by the Engineer in charge of the contractor.
 - 12.2 ESI & PF Statement/challan as per the formats prescribed by BHEL.
 - 12.3 Proof of payments made like pay slips and EFT advices before first week of every month..

CONTRACTOR

12 of 22

ISSUING OFFICER



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

13.0 The tenderer shall fill up the questionnaire as per Annexure - 1 (enclosed) .

14 The current minimum wages from 01.01.2020 is as follows

<u>Skilled Worker</u>	<u>- Rs. 730.70</u>
<u>Highly Skilled Worker</u>	<u>- Rs. 800.02</u>

These rates are inclusive of BHEL additional amount as mentioned in table of point no. 5 of the terms and conditions .

Please note that the minimum wages are normally revised by the authorities every April and same will be informed by BHEL to Vendor. In addition to minimum wages contractor has to pay Attendance bonus@10 per day, transport allowance@40 per day, washing allowance@125 per month and bonus as per guidelines issued by BHEL.

15. General:

15.1 Your service personnel shall abide by our security rules in obtaining pass for personnel.

15.2 Any damage caused for our machinery or any other assets inside our premises by your staff shall be made good or replaced at your cost. The competent authority may also impose the penalty if the services are not found up to the mark. No claim from the contractor on this account shall be entertained.

15.3 The contractor should have PAN as per Income Tax Act.

15.4 The contractor should have GST (Goods and Service tax) registration number and TIN Number

15.5 The contractor shall submit 'undertaking' (enclosed) to indemnify BHEL against all liabilities to third party due to their omission and commission. The contractor shall ensure that workers/engineers deputed at BHEL works for execution of the contract shall be covered under ESIC/Workmen compensation Insurance policy/Workmen Compensation Act as applicable covering third party risks to their/his employees.



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

BHEL HEALTH, SAFETY & ENVIRONMENTAL POLICY



In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

June 5, 2018

Atul Sobti
Chairman & Managing Director

Creating  of tomorrow
BHARAT HEAVY ELECTRICALS LIMITED



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

ANNEXURE – 1

Subject: **Operation & Maintenance of DM Water Plants.**
(Format to be filled by the tenderer by ticking the suitable boxes)

SL. No.	Description	Yes	No
01	Whether the tenderer has understood the scope of work and agrees to deploy manpower as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive in charge, before submitting the offer.)		
02	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If there is any deviation, the same may be mentioned in separate sheet.		
03	Whether the tenderer has ESI & PF in his name.		
04	Whether the tenderer has Service Tax registration No. (If they do not have the same, the offer will not be considered.)		
05	Whether the tenderer agrees to Pay all statutory wages as intimated by BHEL(Necessary proof should be submitted while claiming running bill and final bill)		
06	Whether the tenderer agrees to supply and issue 2 sets of uniform and Safety appliances like Safety Shoes, ,		
07	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid.		
08	Whether the tenderer agrees for the payment terms mentioned in the tender.		
09	The contractor shall submit undertaking (Format enclosed) to indemnify BHEL for all liabilities under all insurance & Labour laws. . The contractor shall ensure that workers/engineers deputed at BHEL works for execution of the contract shall be covered under ESIC/Workmen compensation Insurance policy/Workmen Compensation Act as applicable covering third party risks to their/his employees.		
10	The contractor shall ensure compliance of labour laws as applicable for all personnel deputed at BHEL for execution of the contract and submit an undertaking enclosed along with tender.		

Note: If any of the question is not applicable, please mention as “Not Applicable”. If there is any deviation, please mention clearly.

CONTRACTOR

15of 22

ISSUING OFFICER



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

ANNEXURE – 2 (Price Bid)

Subject: Operation & Maintenance of DM Plant

Sl. No.	Description	Rate In Rs.	Total Amount (for one Year)	Total Amount (for Two Years)
A	Lumpsum Labour Charges			
	01. O&M Charges of DI plants in SC&PV area as per the Scope of Work for deploying 4 skilled and 2 Highly skilled on all working Days. Amount to be quoted in Rs. Per month total for all six persons as lumpsum.			
02	GST for Sl 01			
03	Total Value including service tax(A3)			
B. Other Charges		Rate	Quantity	Total
1	Water Analysis charges @ 1 samples per month limited to 24 samples in 2 years		24	
2	Man power Training charges per year limited 2 in 2 year		2	
3	Technical Auditing charges once in half year limited to 4 audits in 2 years		4	
4	Service engineers visiting charges per month limited to 24 visits for 2 years		24	
5	Total Other Charges from B1 to B4			
6	GST on Sl 5			
7	Total value of Other charges(B5+B6)			
8	Uniform to be issued @2 sets per year per person, i.e 24 pairs for 2 years include taxes and administrative expenses.(This charges will be reimbursed to supplier once in year)		24 sets	
9	One pair Safety shoes with 2 sets of socks once in 2 years, i.e 6 pairs in 2 years include taxes and administrative expenses(this charges will be reimbursed to supplier once in contract period)		6 sets	
7	Total Value of Contract(A3+B7+B8+B9)in Rs			

CONTRACTOR

16of 22

ISSUING OFFICER



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

ANNEXURE – 3 (End user Certificate format)

Sl. No	Name and Address of the Company	Capacity of the DI Water Plant	Resistivity obtained	Date of Installation/ Date of O&M (From – to)	I&C / O&M Vendor Name

Name of the Authorised Person :-

Phone number, email :-

Signature and Seal of the Authorized person :

CONTRACTOR

17of 22

ISSUING OFFICER



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

1. Lump-sum labor charges may be arrived based on current wages incremented yearly at the average prevailing rates.
2. Administrative or service charges will be part of the lump-sum amount quoted.
3. The following statutory wages and fixed charges has to be paid by the contractor to his persons. These charges are to be consider in the estimate to arrive at Lump-sum wages per month for quotation purpose.

1	Minimum wages for 4 Skilled person	<u>Present rate from first January 2020 Rs. 730.70 (includes BHEL Additional amount)</u>
2	Minimum wages for 2 Highly skilled person	<u>Present rate from January 2020 Rs.800.02 (includes BHEL Additional amount)</u>
3	Transport allowance	<u>Rs.40 per day limited to Rs.1040 for 26 days</u>
4	Attendance Bonus	<u>Rs. 10 per day limited to 260 for 26 days</u>
5	Washing allowance	<u>Rs. 125 per month</u>
6	Employer's share of ESI contribution	@ 3.25 percent of wages
7	Employers, share of PF & PF Admn. Charges	@ 13.00 percent of wages
8	Bonus or Ex-gratia charges @8.33% of 7000 as per bonus act(3500/26)	@ 8.33 percent of wages or 8.33 % of Rs.7000 per month whichever is higher as per bonus act)
9	Wages for Leave	Each person is eligible for Fifteen days of paid leave per year. If any person takes leave, previous shift person should continue and extra wages to be paid by as wages act.



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

Contractor's Obligations:

- 1.1** Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfill following obligations.
- 1.2** Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.
- 1.3** Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- 1.4** Contractor shall maintain appropriate records of his employees deployed to carry out the job.
- 1.5** Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership form/company, place of work, contact number and duration of validity of the card etc. in such identity card.
- 1.6** Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 1.7** Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job; nor shall sub-contract the job without prior written permission from BHEL.
- 1.8** Contractor shall ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. The contractor shall be responsible for enforcing all safety regulations as applicable on his workmen and shall strictly ensure wearing of safety equipment by them inside the factory. Notwithstanding that BHEL may provide hand gloves & consumables, material handling equipment etc. wherever required, the contractor shall be responsible for their wearing of the safety equipments/gadgets.
- 1.9** The contractor has to provide his workmen uniform distinct different from BHEL employees. The uniform should have logo of the contractors firm/company. The uniform shall be always ensured to be in neat, tidy and wearable condition.



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

CONTRACTOR'S STATUTORY LIABILITY:

- 2.1 The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Karnataka minimum wages Act, Prevention of sexual harassment at workplace Act 2013, Guidelines/notification related to Safai Karamchari Act (as applicable) and other relevant laws/Rules applicable from time to time..
- 2.2 Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 2.3 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
- 2.4 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI Membership card of each employee.
- 2.5 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
- 2.6 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a Copy of the same to BHEL.
- 2.7 Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 2.8 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers/exemptions under EPF & MP Act 1952 and ESI Act 1948.
- 2.9 Payment of bonus under the payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractor.
- 2.10 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 2.11 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees who may be deployed in BHEL premises. No work shall be done Sundays or holidays without written permission from BHEL.



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

3.1 Additional Guidelines to Contractor.

3.1.1 BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over and above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

3.1.2 Contractor shall ensure that the job is executed through his employees on their rolls having completed the age of 18 years and less than 60 years on any day of this contract and under no circumstances the contractor will deploy any other employees to carry out the job nor shall sub-contract the job without prior written permission from BHEL. Contractor shall also ensure that the employees deployed in the premises of BHEL are physically and mentally fit possessing requisite skill, proficiency, experience etc. and do not have any criminal records.

3.1.3 Contractor shall maintain appropriate records of his employees deployed to carry out the job and shall provide employment card/identity card with photograph duly verified and attested by the contractor, to his employees. Contractor shall indicate the name of his proprietary, place of work, contact number and duration of validity in such cards.

3.1.4 Contractor shall be responsible for the good conduct of his employees. He shall organise police verification of all his employees deputed under this work, such that no person with any criminal background shall be deployed under this contract. Further, in case of any misconduct/misbehaviour by any employee, the contractor shall replace such employee(s) immediately.



Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

UNDERTAKING

We undertake that any person entering the factory premises of BHEL for the above work or incidental works thereto sustaining any injury or any other hardship while being inside factory premises of BHEL, will be compensated and taken care by ourselves. BHEL will not have any responsibility or liability under any law rules or notifications of statutory authorizes and we undertake to indemnify BHEL for any loss or hardship caused to BHEL under such circumstances. We also confirm that all the laws, regulations and statutory notifications have been complied with by us and no liability or responsibility will lie on BHEL on this behalf.

(To be submitted on company's letter head and with signature of authorized person)

CONTRACTOR

22of 22

ISSUING OFFICER