

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
HEAVY POWER EQUIPMENT PLANT

RAMACHANDRAPURAM

PURCHASE DEPARTMENT-CMM

TENDER DOCUMENT FOR

AMC OF NETWORK ITEMS

TENDER ENQUIRY NO N0A1Q10982

1. REQUIREMENT AND PROCUREMENT PROCESS

1.1 INTRODUCTION

BHEL, Ramachandrapuram, Hyderabad (A Government of India Undertaking) invites tenders for Annual Maintenance Contract of Network items for a period of 2 years on lease from eligible bidders.

Signed & Sealed offers with relevant enclosures / supporting documents / catalogue, if any shall be enclosed to the technical offer.

This is the General Conditions of Contract Document.

2. PRE-QUALIFYING CRITERIA

The pre-qualification criteria for the vendors will be as follows:

Sl. No.	Qualifying Requirement	Documents to be submitted in support of proof
a.	The bidder should be Original Equipment Manufacturer (OEM) Cisco for the products listed in Annexure-I /Authorised Distributor/Dealer/Partner of OEM. Bidders quoting as Authorised Distributors/Dealers/Partner of the manufacturer will be considered provided the bidder furnishes authorisation from the OEM with regards to the work in consideration.	1. Authorization letter from OEM.
b.	Bidder should have successfully completed minimum 1(one) similar type of Comprehensive AMC order as detailed in the bid document during the last 3 years of value Rs 49 Lakhs or more and should provide documentary evidence to this effect in the form of Work Order copies	2. Copies of purchase orders executed Details to be clearly filled in Annexure A
c.	The average annual financial turnover of the bidder during the last 3 Financial years ending 31st March 2017 should be at least Rs. 49 Lakhs. Proof to be provided	1. Copies of audited balance sheet/profit & loss account for the last three years. 2. Copy of Provisional Profit and loss account and Balance sheets 3. Copy of certificate of

		<p>incorporation</p> <p>4. Copy of PAN Card</p> <p>5. Copy of Income tax returns for last three years.</p> <p>Details to be clearly filled in Annexure A</p>
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3. AMENDMENT OF BIDDING DOCUMENTS

- 3.1.1 BHEL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.
- 3.1.2 Amendments made prior to submission of bid will be provided in the form of Addenda/ Corrigendum to the Bidding Documents and will be posted on the BHEL website only (<http://www.bhel.com>).

4. BID SUBMISSION PROCESS

The Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This should also contain EMD in the form of DD/ Pay order for an amount of INR 1,00,000 (INR One Lakh Only). The envelope should be clearly marked "**Part I - Technical and Commercial Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked "**Part II - Price Bid**", indicating Enquiry Number, Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I & Part II of Enquiry Number, Due Date of opening and the Address and Reference of the Bidder.

The above offer should reach this office on or before the due date by 11.00 hrs. (IST)

Tender should not be addressed to any Individual's name but only by designation to:

Tender Box
Vendor Complex
BHEL, Ramachandrapuram
Hyderabad – 502032

Tenders should be free from CORRECTION AND ERASURES, corrections if any must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH. Otherwise, the offers will not be considered.

5. EARNEST MONEY DEPOSIT (EMD)

One time EMD of INR 1,00,000 (INR One Lakh Only) is to be submitted by each bidder in the form of Pay order or Demand draft in favour of 'Bharat Heavy Electricals Limited' and be payable in Hyderabad. EMD may be forfeited under following conditions:

- 1) After opening of bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- 2) Non-faithful performance, including but not limited to delayed and inadequate response, in the opinion of the Owner in the bidding process until order is placed.
- 3) The Bidder not abiding to accepting the issued PO within a maximum of 30 Calendar days along with the submission of Security Deposit.

EMD will be converted into Security Deposit for the successful bidder and balance security deposit shall be deposited by successful bidder before commencement of work.

EMD given by all unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful bidder on production of Original Cash receipt along with claim.

EMD shall not carry any interest. In case of any delay in refund due to any reason, BHEL shall not pay any interest on delayed refund.

6. OPENING OF TENDERS

- 6.1.1 The Part I – Technical & Commercial bid would be opened on the Tender opening date.
- 6.1.2 The Part II – Price bid of Technically & Commercially suitable Bidders alone would be opened. The Technically & Commercially suitable Bidders would be informed about the tender opening date.
- 6.1.3 Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II – Price bid.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after techno-commercial evaluation. Information and general terms and conditions governing RA are indicated at **Annexure–R**.

7. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

Following documents shall be submitted in the bid. The Bidder shall bear all costs associated with the preparation and submission of their bid and BHEL will in no case be responsible or liable for those costs.

The bid, all correspondence and documents related to the bid shall be in English. It is a two part bid system (i) Techno-Commercial bid and (ii) Price bid

- 7.1.1 Documents to be submitted for Technical and Commercial bid
 - 7.1.1.1 Unpriced bid along with terms and conditions, necessary enclosures/supporting documents/EMD's.

7.1.1.2 Price format copy with prices masked or without prices (Pl note that % figures shall be indicated. Only the values shall be masked).

7.1.1.3 Brochures/literature for the equipment offered

7.1.2 Document to be submitted for the Price Bid

7.1.2.1 Price in the Price Format as per **Annexure – P**

8. LATE BIDS

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

9. EVALUATION OF BIDS

BHEL will evaluate the bids as follows;

Stage-I: Evaluation of Technical and Commercial Bid

The tender would be opened on the tender opening date.

Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **Eligibility Criteria for Bidders (Pre-Qualification Criteria)** will be considered for further evaluation.

BHEL's Technical Committee will evaluate the Technical bid submitted by the Bidders. During the Technical Evaluation of the bid, BHEL may ask for additional information / resources to validate the bid. These may include technical documents / supporting papers from third party, references, demonstration of a proof of concept or solution, visit to labs or their clients reference site, etc.

Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid. If there are any deviations in the technical solution offered, without affecting the functional requirement/ commercial conditions they shall be filled-in the Deviation format (Deviations to the NIT document) as per **Annexure B** issued with the tender document and submitted along with the bid. In case of no deviations, "No Deviation Certificate" as per **Annexure C** shall be submitted.

Commercial conditions sought in the tender also will be evaluated by the BHEL's committee.

BHEL reserves the right to accept or reject any deviation.

Bids meeting BHEL's technical and commercial requirements only will be considered for Stage-II price evaluation.

Stage –II: Evaluation of the Price Bid

Bidders clearing the Technical and Commercial evaluation will have their Price Bids opened. Evaluation shall be done on over all basis (Evaluated for all the items in the Price Bid). Order will be placed against the offer found L1.

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation.

All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Successful bidder after RA has to furnish break up of RA closing price between all the line items tendered for and arrive at cash outflow and cost to company in line with multiplication factor communicated before RA.

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

Terms and conditions of RA are contained in **Annexure-R**.

9.1 BHEL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Offers with following conditions are liable for rejection.

- a) Demanding advance payment
- b) Demanding exemption of EMD
- c) With offer validity less than 4 months
- d) Non-Acceptance for participating in Reverse Auction

10. SCOPE, TECHNICAL CRITERIA, MAINTENANCE, PAYMENT

Terms Used:

Bidder – Vendor participating in the tender as per the qualification criteria

Vendor – Successful Bidder executing the contract after tender process

PO – Purchase Order

10.1 REQUIREMENT

Bharat Heavy Electricals Limited, R.C Puram (herein after referred to as 'BHEL') requires Annual Maintenance Contract of Local Area Network for a period of 2 years.

10.2 SCOPE

Comprehensive onsite two year Annual Maintenance Contract (AMC) for networking equipment installed across BHEL RCPuram Hyderabad (Details as per Annexure –I).

Annexure - I				
List of Items for AMC				
S.No	Description	Part Code	Qty	SNT PN
1	Cisco Catalyst 2690 -24 Port	WS-C2960-24TT-L	100	CON-SNT-C29602TT
2	Cisco Catalyst 2960 POE Switch -24 Port	WS-C2960-24PC-L	25	CON-SNT-C29602PC
3	Cisco Catalyst 2690 -24 Port	WS-C2960-24TC-L	25	CON-SNT-C29602TC
4	Firewall	ASA5550-BUN-K9	2	CON-SNT-AS5550B
5	Router	CISCO3945/K9	2	CON-SNT-3945
Annexure - II				
Manpower				
S.No	Description	Qty		
1	CCNA Certified Engineer	1		

10.3 TECHNICAL CRITERIA, MAINTENANCE/SUPPORT

- a. The vendor shall maintain the equipment installed at BHEL premises as mentioned in Annexure-I for the entire contract period (two years).
- b. Maintenance coverage for networking equipment (Annexure I) shall be on 24x7 basis with 4 hours response time with back to back support from OEM. Vendor will ensure back to back AMC support from OEM i.e. Cisco. Authorization from OEM for back to back support for Items in Annexure I should be submitted along with Techno-commercial bid.
- c. Maintenance and configuration of network devices / software (Inter VLAN routing, Multitrunk linking, network segregation, firewall configuration, separate security zones etc. IOS upgradation, firewall and router configuration, switch configuration)
- d. LAN/WAN IP schemes configuration.
- e. Comprehensive maintenance shall include Repair / Replacement of all faulty Equipment.

- f. The successful bidder should fulfill all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the vendor.
- g. The vendor shall provide comprehensive maintenance support during entire AMC period by posting one qualified resident engineer at BHEL RCPuram Hyderabad without payment of extra charges. The resident engineer should be Engineering Degree Holder with CCNA Certification with minimum two years of experience in network maintenance and support field.
- h. The Resident Engineer shall do the following activities
 - Configuration of Switches, Router and Firewall
 - Monitoring Switches, Router and Firewall
 - Troubleshooting of network related issues
 - Attending to network complaints for above equipment
 - Taking configuration backup of Switches, Router, Firewall
 - Software Upgrades in Switches, Router and Firewall
 - Coordinating with OEM Cisco in case of issues.
- i. Vendor should pay PF, ESI etc to deployed manpower and follow all labour laws
- j. Resident engineer
 - The Curriculum Vitae of the Resident Engineer shall be vetted by BHEL
 - Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8 AM to 4:30PM, 6 days a week. Network engineer shall work in general shift i.e from 08:00 AM – 04:30 PM. However, resident engineer will be required to attend the complaints at any time, to meet any exigency.
 - Shall follow the BHEL normal office timings including holidays and mark their presence in BHEL attendance register. However, if required, services of resident engineers may also be availed during off-working hours.
 - Shall leave the station only after seeking written permission from BHEL and arranging for proper substitute.
 - Shall ensure network connectivity up to the desktop level.
 - Shall have their own accommodation and other facilities like mobile phone, vehicle etc
 - Safety precautions should be taken while doing the work.

10.4 SERVICE LEVEL AGREEMENT (SLA):

The service provider shall ensure that the following SLA parameters are met.

The vendor shall maintain the overall uptime of equipment mentioned in Annexure-I to minimum 99% on monthly basis during the AMC period.

A deduction from the overall quarterly rental shall be made at the rate of 1% for each 1% fall of uptime from 99%, e.g. if the uptime is 98%, one percent of quarterly rental for the particular quarter shall be deducted. The calculation for uptime shall be made on monthly basis for network. The downtime calculation shall be based on 24x7 hours.

There shall be no downtime due to mutually agreed scheduled maintenance of equipment or due to power outage.

Downtime of network shall be the period (in hours) during which expected connectivity is not available on the network or part of network. The downtime factors for calculation of the penalty shall be as follows:

Category 1 0.5
Category 2 0.2

Network Equipment have been classified into following three categories

Category 1 - Firewall, Router

Category 2 - Access Switches and PoE Switches

Downtime calculation for Network Services

Downtime calculation will be applicable for non-availability of Network services arising due of malfunctioning of either switches, router, firewall.

The downtime factor for the network shall be assumed to be 1.0 only, even if it exceeds 1.0 (e.g. 6 access switches are down at a particular time which amounts to downtime factor to 1.2 however it shall be assumed as 1.0).

If the uptime of a particular equipment/system falls below 95% continuously for 3 months, the equipment/system shall have to be replaced with the new equipment by the vendor without any extra cost to BHEL.

Downtime shall be calculated on the basis of NMS reports/log book.

In the case of any equipment/service being down, the same may be temporarily replaced by the vendor provided there is no loss of functionality/configuration in the network. The equipment/service shall be considered up in this case and no downtime shall be counted. All efforts shall be made by the vendor to limit such temporary replacements to less than 15 days else it shall be counted as down.

In situations where equipment need to be repaired/replaced and the same model is not available in the market, the Vendor shall repair/ replace the faulty Equipment immediately of equivalent or higher model considering the compatibility of equipment.

Example of Downtime Calculation

If firewall remains down for 10 hours (cumulative) in a particular month and total quarterly rental value for network is Rs. A Lakhs.

Acceptable downtime in a month (in hours) = $0.01 * 24 \text{ hours} * 31 \text{ days} = 7.44 \text{ hours}$

Downtime factor of firewall = 0.5

Downtime in Rs. Lakhs = $(0.5 * A * (10 - 7.44)) / ((24 * 31) * 3)$

10.14 PAYMENT TERMS:

Payment will be paid on quarterly basis, on successful completion of each quarter with guaranteed uptime and on certification by BHEL. Payment will be made within 45 days of receipt of invoice

Vendor shall submit following documents for processing the bills:

- a) Original Invoice in triplicate.
- b) SLA reports for the quarter (certified by BHEL)

In view of the ensuing implementation of GST, Vendor has to submit to BHEL the following.

1. Details of the GSTIN number.
2. At the time of submission of bills, vendor has to submit GST compliant invoice and also facilitate BHEL in availing the GST credit.
3. Relevant HSN CODE/CHAPTER ID under GST may kindly be provided.
4. Applicable GST tax may please be indicated in the Price Bid

Penalty resulting from failure from guaranteed uptime will be deducted from the quarterly charges.

Note: Deviation in payment terms will be loaded @18% per annum.

10.15 PERIOD OF THE CONTRACT:

The contract period shall be TWO years from the date of commencement of service

10.16 ANNUAL MAINTENANCE CONTRACT (AMC):

The Vendor has to quote the AMC Charges for 2 years in the price bid format as given in **Annexure –P**.

10.17 TERMINATION:

- a) BHEL reserves the right to terminate the AMC contract either whole or in part before expiry of two year AMC. BHEL shall give one month's notice to vendor in this regard. No AMC charges shall be payable to vendor from the date of termination of AMC.
- b) The contract shall have equipment wise foreclosure option. In case AMC is partially terminated for some equipment / hardware, vendor shall continue to provide AMC for rest of the hardware / equipment according to terms & conditions of this contract. Payment for AMC of remaining covered hardware / equipment shall continue according to terms & conditions of this contract.
- c) BHEL reserves the right to extend the contract for further period after successful completion of the contract period. The extension will be done on mutually agreed terms between vendor and BHEL.

NOTICE INVITING TENDER

- d) BHEL reserves the right to terminate the contract, if the vendor fails to maintain guaranteed uptime of 95% continuously for more than three months.

11. GENERAL INSTRUCTIONS

11.1 GENERAL

11.1.1 There can be only 1(one) bid from each Bidder.

11.1.2 Relevant portions, in the documents submitted in pursuance of eligibility criterion shall be highlighted. If the offer is not accompanied by all the documents, the same would be rejected.

11.1.3 Undertaking for subsequent submission of any of the documents, will not be entertained under any circumstances.

11.1.4 Must have registered office in India. Documentary proof shall be submitted.

11.1.5 BHEL reserves the right to verify/ confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation/ assessment, if any information furnished by the bidder is found to be false/ incorrect, their total bid will be rejected and no correspondence on the same shall be entertained.

11.2 NOTIFICATION OF AWARD

BHEL will notify the successful Bidder in writing by e-mail/ Letter/ Fax.

11.3 SIGNING OF CONTRACT/ LEASE AGREEMENT

After the notification of award, BHEL will issue Purchase Order / Service Order (PO). Within 15 (fifteen) Days from the date of issuance of PO, the Bidder shall submit:

- a) Bidder Signed copy of BHEL Order as an acceptance of the PO.
- b) Security Deposit (SD).

Thereafter, BHEL shall issue the draft contract/ lease agreement within 30 days of acceptance of Order along with submission of SD by the Bidder. The Contract/ Lease agreement between BHEL & Bidder shall be signed in the next 15 days from the date of issue of the Contract. Separate contract/ lease agreement shall be executed for each PO.

Bidder shall furnish the details regarding Address, Tax details, Bank details etc. for placement of Order.

Bill to party is BHEL Hyderabad. Bidder billing from within the State can quote with VAT (TIN) and those billing from outside the State can quote with CST.

Input credit is available for VAT.

11.4 SECURITY DEPOSIT (SD)

Security deposit amount of 5% of the contract value shall be submitted by the successful bidder before start of the work. Non-submission in time of SD for value stated herein shall lead to forfeiture of EMD and cancellation of Order.

Security deposit shall be furnished in any of the following forms:

- i. Pay order in favour of BHEL.
- ii. Demand draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to its realization.
- iv. Bank Guarantee shall be from Nationalised Banks / Scheduled Bank / Public Financial Institutions as per the BHEL's Bank Guarantee Format.
- v. Original Fixed deposit receipt (FDR) issued by scheduled banks / public financial institutions as defined in the Companies Act. The FDR should be in the name of successful bidder, A/c BHEL, duly discharged on the back

Acceptance of security deposit against point *iv* and *v* above, will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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 there with. Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract i.e. upon successful completion of the Contract.

EMD of the successful bidder may be converted and adjusted against the Security Deposit.

The Security Deposit shall not carry any interest.

The bidder shall forfeit the Security Deposit In the event bidder fails to execute the work as per terms and conditions of the contract.

11.5 FORCE MAJEURE

Bidder shall not be responsible for delay in delivery resulting from acts/events beyond his control, provided notice of the happening of any such act/event is given by the Bidder to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

11.6 RISK PURCHASE

Purchaser shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Bidder, either the whole or part of the Systems/goods, which the Bidder has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods . The Bidder would be liable to compensate the Purchaser for any loss, which the Purchaser/Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty, if any.

11.7 LIMITATION OF LIABILITY

The Bidder's liability will be limited to the value of this contract only.

11.8 CONTRACTUAL OBLIGATIONS:

The vendor has to abide by the contractual obligations as given in Annexure-D.

11.9 ARBITRATION

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in Hyderabad.

Confirm compliance for all clauses of - "**Commercial Terms and Conditions**"

Date: _____

Bidder's Signature with Seal

ANNEXURE 'A'

TENDER ENQUIRY NO:

Rs. Lacs

I

TURNOVER OF THE BIDDER	2016-17 (Provisional) Rs.	2015-16 (Audited) Rs.	2014-15 (Audited) Rs.
Copies of audited balance sheets	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed
Copies of Income tax returns & profit and loss statement	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed
Copy of PAN CARD	Enclosed/ Not Enclosed		
Copy of Certificate of Incorporation	Enclosed/ Not Enclosed		

II

SUPPLY OF SIMILAR ORDERS IN THE LAST 3 YEARS	Details of orders Executed successfully	Value	Customer's Name
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III

PAN CARD NO.	
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Signature with seal of the firm

DEVIATIONS TO THE NIT DOCUMENT

Table No.	Sl. No	Item or Parameter	Requirement as per BHEL	Deviation	Alternate solution/Bidder's quote (offer)

Date: _____

Bidder's Signature with Seal

NO DEVIATION CERTIFICATE

(To be given in bidder's letter head)

Ref: BHEL's Enquiry No. _____ Dated

It is Certified that the offered solution vide Enquiry

No. _____ Dated _____ in response to BHEL's enquiry

mentioned under reference has no deviation from the requirement of BHEL,

Ramachandrapuram given vide the RFP document.

Date: _____

Bidder's Signature with Seal

VENDOR'S OBLIGATIONS

- I) CONTRACTUAL
 - a) Vendor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
 - b) Vendor to maintain appropriate records of his employees deployed to carry out the AMC.
 - c) Vendor should issue appropriate appointment letters to his employees.
 - d) Vendor to provide employment card/identity card with photograph duly verified and attested by the Vendor to his employees. Vendor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
 - e) Vendor will be responsible for the good conduct of his employees. In case of any misconduct/misbehaviour by any employee, the vendor will replace such employee(s) immediately.
 - f) Vendor will ensure that the job is executed through his employees on his rolls and under no circumstances the vendor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
 - g) Vendor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the vendor shall lie exclusively with him.
 - h) The vendor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Vendors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
 - i) Vendor to ensure that all precautions are taken for safety of his employees and equipment.
 - j) In the event of termination of contract for any reason whatsoever, the vendor shall withdraw all his employees from the establishment of BHEL. In case vendor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

- k) Vendor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary vendor may take insurance policy of his men, material, equipment and tools and tackles.
- l) Vendor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- m) Vendor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

II) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the vendor.
- b) Vendor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Vendor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Vendor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Vendor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Vendor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Vendor to issue wage slips to his employees.
- g) Vendor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Vendor shall be solely responsible for nonpayment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.

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

VENDOR(S)

ACCEPTING AUTHORITY