

TENDER SPECIFICATION **FOR**

Dismantling & shifting to Customer store of 75 nos existing oil filled Transformer with dis-connection of cable & Bus-duct including minor civil work as per BSP standard.

AND

Erection, Testing & Commissioning of new 75 nos. Dry Type Transformers including Shifting, Loading, Unloading, watch & ward & Unloading of Transformer from store to site and site to store at M/s Bhilai Steel Plant

ON BEHALF OF

BHARAT HEAVY ELECTRICALS LIMITED,

JHANSI: 284120

TENDER SPECIFICATION NO: JHS/FES/005/21

Sub.: 1) Dismantling & shifting to Customer store of 75 nos existing oil filled Transformer with dis-connection of cable & Bus-duct including minor civil work as per BSP standard.

2) Erection, Testing & Commissioning of new 75 nos. Dry Type Transformers including Shifting, Loading, Unloading, watch & ward & Unloading of Transformer from store to site and site to store at M/s Bhilai Steel Plant

Dear Sir(s),

Sealed tenders are invited for carrying out the subject work. The tender submission and opening details are as follows:

- **DATE & TIME OF RECEIPT OF THE TENDER:** 23.07.2021 **Till 12.00 Hrs.**
- **DATE & TIME OF TENDER OPENING:** 23.07.2021 **After 14.00 Hrs.**
- **PLACE OF TENDER SUBMISSION:** "WORKS CONTRACT TENDER BOX" placed in Tender Room, Administrative Building, Security Gate, BHEL, Jhansi – 284120.
- **Address of on line Tender Submission-** tenderbox.jhs@bhel.in

The details of the work shall be as per the **Scope of Work (Clause No. 4.0)**. Prices are to be submitted as **Price-bid format (Annexure-A)**. The other conditions and details of tender are as follows:

1.0) PROJECT:

M/s- **Bhilai Steel Plant**

2.0) DETAILS OF EQUIPMENTS:

75 nos. Dry Type Transformers

3.0) Drawing: For W.O.72557J10700

Out Line General Arrangement-34730052780
List of Fitting - 34730052781
Rating & Diagram Plate - 34731951298
Dimension (Lx W x H) - 2400x1925x2175
Core coil assy. Weight - 2500Kg.
Shipping Weight - 3000Kg

For W.O.72558J10700

Out Line General Arrangement- 34730052784
List of Fitting - 34730052785
Rating & Diagram Plate - 34731951299
Dimension (Lx W x H) - 2500x2075x2500
Core coil assy. Weight - 3400Kg.
Shipping Weight - 4000Kg

For W.O.72559J10700

Out Line General Arrangement- 34730052787
List of Fitting - 34730052788
Rating & Diagram Plate - 34731951300
Dimension (Lx W x H) - 2200x2165x2570
Core coil assy. Weight - 4000Kg.
Shipping Weight - 5000Kg

For W.O.72560J10700

Out Line General Arrangement- 34730052790
List of Fitting - 3473005291
Rating & Diagram Plate - 34731951301
Dimension (Lx W x H) - 2400x1925x2175
Core coil assy. Weight - 2500Kg.
Shipping Weight - 3000Kg

For W.O.72561J10700

Out Line General Arrangement- 34730052793
List of Fitting - 34730052794
Rating & Diagram Plate - 4731951302
Dimension (Lx W x H) - 2400x2165x2450
Core coil assy. Weight - 4000Kg.
Shipping Weight - 5000Kg

For W.O.72561J10700

Out Line General Arrangement- 34730052796
List of Fitting - 34730052797
Rating & Diagram Plate - 34731951303
Dimension (Lx W x H) - 2700x2320x2700
Core coil assy. Weight - 5600Kg.
Shipping Weight - 6600Kg

Note-The above details are tentative and is to ascertain the facilities required at site

- 4.0 SCOPE OF WORK: 1)** 1) Dismantling & shifting to Customer store of 75 nos existing oil filled Transformer with dis-connection of cable & Bus-duct including minor civil work as per BSP standard.
- 2) Erection, Testing & Commissioning of new 75 nos. Dry Type Transformers including Shifting, Loading, Unloading, watch & ward & Unloading of Transformer from store to site and site to store at M/s Bhilai Steel Plant

Note: This is for M/s- Bhilai Steel Plant..

The contractor to be engaged for E&C will be required to mobilize their T&P and man power after award of work/issue of letter to site and commence the work at site within 10 days of time.

➤ **STAGE – I: STORAGE OF ACCESSORIES**

4.1 ARRANGEMENT FOR STORAGE AREA & PORTA CABIN AND STORAGE OF MATERIAL:

- 4.1.1 The contractor will have to arrange a temporary store cum office at the site at an appropriate location to be provided by the customer. The store shall have the following:
- The contractor has to be arranged the temporary store delicate materials of Dry Type Transformer.
 - The contractor will have to ensure that material stored in open yard should be elevated from ground level to avoid water logging. No material shall be directly placed / stored on open/ loose soil. Accessories shall be covered with water resistance tarpaulin.
 - The contractor has to make arrangement for inspection, verification, storage, upkeep during storage & watch and ward of the equipment's/ material dispatched to site.
 - Any loss damage, theft to the materials/ equipment's/ installation (if any) will have to be compensated by the Contractor in case of non-deployment of watchman, negligence or willful lapses. Sufficient numbers of watchmen shall be deployed by the Contractor at required locations for this purpose at his cost. In accidental cases, it is responsibility of the contractor to file F.I.R. and provide peripheral assistance for insurance survey and claims under insurance policy.

The Contractor will have to submit the actual photograph of store constructed/arranged by them at site duly certified by self & BHEL/Customer representative along with the bill to claim the charges on this account after final commissioning of Transformer (Not applicable for spare unit).

Note: After final commissioning & handing over of Transformers, porta cabin (site office) & container (covered storage) shall be taken out by contractor from site.

➤ **STAGE-II: ERECTION WORK**

4.1 RECEIPT OF MATERIALS FROM CUSTOMER, VERIFICATION, STORAGE, UP-KEEP AND HANDLING OF ACCESSORIES:

This activity will involve the following work:

- 4.1.1 Dismantling & shifting to customer store of 75 nos existing oil filled transformer with dis-connection of cable & Bus-duct including minor civil work as per BSP standard. The contractor shall be responsible for carrying out dismantling necessary existing buildings & structure including foundation, covered works and plant and equipments and stacking including removal of debris within 10 KM area as per customer instruction,

- 4.1.2 Modification /repair of foundation prior to installation of Dry Type transformer.
- 4.1.3 Installation of dry type transformer on existing foundation after repair / modification, fixing of all accessories, Connections of cable , connections of bus duct will be in scope of contractor.

➤ **STAGE – IV: TESTING & COMMISSIONING**

4.2 PRE-COMMISSIONING TESTS – LOW VOLTAGE TESTS

This activity will involve the following work:

- i) *Temperature surveillance unit and limit switches wiring to verified and proper operation to be done.*
- ii) *Measurement of Magnetization Current,*
- iii) *Earthing of enclosure to be checked properly.*
- iv) *Neutral earthing to checked.*
- v) *Measurement of Insulation Resistance*
- vi) *Measurement of Winding Resistance*
- vii) *Measurement of voltage Ration Test at all tap positions.*
- viii) *Measurement of magnetization Test*
- ix) *Vector group*

The list is indicative and it may vary marginally as per BHEL norms/ customer requirements. All the tests shall be carried out by using calibrated instruments. Arranging all the test instruments shall also be in the Contractor's scope.

4.3 FINAL COMMISSIONING & HANDING OVER:

This activity will involve the following work:

- 4.3.1 Final connection with system, thorough checking of compatibility and functionality of Transformer protection with customer protection system, readiness for charging of the Transformer, commissioning and handing over.
- 4.3.2 After charging of the transformer, following test shall be carried out:
 - i) No load current measurement at relay terminal.
 - ii) Temperature measurement of WTI.
- 4.3.3 Handing over of all spares and accessories including oil to customer and obtaining completion certificate/commissioning certificate for commissioned transformer with different activities.

4.4 PREPARATION AND SUBMISSION OF CHECK LIST/ TEST RESULTS AFTER COMPLETION OF WORK AT EACH STAGE

- 4.4.1 Submission of all the low voltage electrical test results in BHEL format signed by Contractor & BHEL/customer representative and submission of oil test report of NABL laboratory immediately after completion of test.
- 4.4.2 Submission of all records of various stages of pre-erection, erection in the prescribed BHEL format signed by Contractor and BHEL/Customer representative in the form of bound booklet & scanned copy. (Erection checklist shall be provided at time of award of contract). After completion of final commissioning and handing over equipment's and closure of all punch point to obtain the completion certificate from customer, then contractor can take their porta cabin.

5.0 FACILITIES AND OTHER REQUIREMENTS AT SITE:

The facilities available at site and other requirements to be adhered at site while executing the work shall be as follows:

- 5.1 Contractor shall appoint a well-qualified, knowledgeable and experienced Engineer/Supervisor to lead/guide E&C activities at site. While day to day management of the site and supervision of the works shall be the responsibility of Contractor's Engineer-In-charge/authorized representative, he will report to BHEL executive to

assist him to discharge the overall responsibility of the execution of the project. He will have to regularly interact with BHEL and customer officials and appraise them on all aspects/developments at site.

- 5.2 The contractor will have to appraise BHEL officials on the progress of activities on site on daily basis and shall send the written progress report by email/fax to BHEL on weekly basis or as required by them.
- 5.3 Contractor is responsible to employ required number of skilled/semi-skilled and unskilled workmen as per site requirements to complete the entire project as per schedule.
- 5.4 Contractor will have to ensure that the **Health, Safety and Environment (HSE) requirements are clearly understood and faithfully implemented at all levels at site. They will have to ensure adequate safety precautions at site as per the various statutes and shall be entirely responsible for the complete safety of their workmen/employees at the site. Necessary Personal Protection Equipment's (PPE's) (such as Helmets, Goggles, safety Belts, Gloves, First aid box etc.) shall be provided to the worker/staff as per requirement during erection work.**
- 5.5 On award of contract, site documents as mentioned below shall be collected compiled, arranged by contractor from customer.
- i) Particulars of each employee employed by Contractor before start of work.
 - ii) Lorry receipt certificate of equipment, accessories received at site.
 - iii) Material verification and material receipt certificate.
 - iv) Site opening certificate.
 - v) Completion certificate
 - vi) Operational acceptance certificate
 - vii) Intimation of insurance claim on account of transit damage or erection damage must be obtained from site duly signed by customer & contractors on behalf of BHEL.
 - viii) Site closing certificate.

Further any other document required as per contract for installation services portion must also be obtained/ furnished to customer for fulfillment of contractual commitment.

- 5.6 All the instruments/equipment's required for erection, conducting all tests throughout E&C period shall be arranged by the contractor. All the instruments to be used shall be of reputed make and shall have valid calibration certificate.
- 5.7 Construction supply at one point will be provided by BHEL/Customer as per contract agreement. **However, the Contractor will have to arrange for Energy meter and required cable to tap the power supply from the point/distribution board provided at site by customer. All further distribution point of utilization as required shall also be contractor's responsibility.**
- 5.8 In the event of halt in work for whatsoever reason, if the BHEL requires for demobilization of the T&P from the site and re-deployment as per requirement then Contractor has to do so after receipt of such information from BHEL in writing and hence, Contractor shall keep the provision for 1 (one) time mobilization and re-deployment in their scope for such contingencies
- 5.9 The Contractor will have to adhere and follow all the local rules and statutory requirements and as given in Annexure-IV, V, VI.

6.0 TERMS OF PAYMENT:

The payment shall be made to the contractor in parts after successful completion of activities as per the Scope of Work (Clause 4.0) mentioned above. 90% payment after Erection, Testing, Commissioning & handover to customer of each transformer and Balance 10% after 1 year from the date of Commissioning & handover of each transformer in line with tender requirement. Customer clearance certificate/completion certificate by BHEL Officials will be required for release of payments.

Payment shall be released normally, within 60 days after submission of the bills, with meeting all formalities in advance. All payment shall be release through electronic pay mode only.

- 6.1 The Contractor has to submit the following documents with every bill:

- i) Wage sheet of manpower deployed.
- ii) Workmen insurance policy.

- iii) PF deposit challan.
- iv) Stage of Activity completion certificate endorsed by BHEL representative & duly filled checklist of each stage of activity. (Checklist will be issued along with work order)
- v) Work completion certificate with respect to their scope.
- vi) Copy of work order
- vii) Third Party Liability Insurance –The policy shall cover third party liability. The third party liability shall cover the loss /disablement of human life (persons, materials/equipments/property during construction, erection & commissioning at site. The value of third party liability are compensation or loss of human or partial / full disablement shall be required statutory value but not less than Rs. 2 Lakh per death, Rs. 1.5 Lakh per full disablement and Rs. 1 Lakh for partial disablement and never the late cover such compensation as may be awarded by a court of law in india or abroad and cover for damage to other equipments/property.

All the payment shall be made as per BHEL norms and is subject to deduction of **Security Deposit** and **Income Tax** at source as per the applicable rules. **Security Deposit recovered shall only be refunded after completion of defect liability period (as mentioned in clause 7.4 below).**

6.2 HSN code /SAC, rate of tax under GST and Applicable GST (IGST, CGST/SGST/UT/GST) and GSTIN shall be clearly mentioned by the bidder on invoice.

6.3 Bidder has to give his undertaking that GST portion of the **invoice shall be released only upon:**

- a) All invoices raised by contractors /vendors must be GST compliant Tax invoices as per GST invoices rules.
- b) Contractor declaring such invoices in his GSTR-1 or any modified return as notified by government. Also a declaration is to be given that the GSTR 3B has been filed / to be filed in month, year as per provision of GST Act.
- c) Receipt of good /services and tax invoices by BHEL and
- d) Confirmation of payment of GST thereon by contractor on GSTN portal.
- e) Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
- f) Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

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

6.5 **Reverse Charge under GST**

6.5.1 In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

6.5.2 Any GST liability arising on BHEL under reverse charge before actual receipt of goods and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

6.6 **Penalty**

6.6.1 Penalty if chargeable from suppliers/ contractors as per NIT, applicable GST will be charged in addition to the same.

6.7 **Tax Deduction at sources**

6.7.1 TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

7.0 **SCHEDULE OF WORK (COMPLETION PERIOD):**

- 7.1 The tentatively completion time for one Transformer shall be Three (03) months after getting written intimation from BHEL for commencement of work or from receipt of the last consignment (respective transformer/reactor & accessories) at site or readiness of foundation / plinth from customer side, whichever is later. The site receipt date shall be taken as start date for the work.
- 7.2 The bidder will have to ensure before submission of his bids, that adequate manpower and resources are available at his disposal to be deployed at site in the above given time frame. Contractor has to mobilize man power and T&P within 10 days, after receiving communication from BHEL Jhansi.
- 7.3 **PENALTY:** Penalty @ 0.5% per week subject to maximum of 10% of the contract price shall be levied for the delay in completion of E&C work within contract period as stipulated period mentioned in clause 7.2. **GST on penalty shall be charged in extra.**
- 7.4 **Defect liability period** will be applicable for a period of 12 months from the date of commissioning of the equipment. During the Defects Liability Period, the contractor shall at his own cost and initiative, correct, repair and/or rectify any and all defects of the work that may arise due to poor/ defective workmanship. Mobilization of T & P including crane, filter m/c etc., for attending erection deficiencies, will be contractor's responsibility. In event of failure to do so, BHEL may proceed to have such rectifications made by the others at the contractor's risk and cost.
- 7.5 BHEL reserve right to execute all activities mention in contract in **risk and cost** of contractor in case of non-mobilization during execution of E&C work at site. If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

8.0 **EXTRA WORK / ACTIVITIES:**

The total work content envisaged in the tender and as mentioned in the scope of work (Clause 4.0) is to be undertaken on lumpsum basis and accordingly the contract price of work order only will be admissible. However, under exigencies which may arise due to unforeseen problems during erection, failure of equipment's or any other reasons, extra work/activities may be required to be undertaken, which is not covered in the scope of work. BHEL will then ask the contractor to carry out such extra work/activities, a prior consent will be required from BHEL authorized official before undertaking any such extra work activities.

9.0 **MANDATORY REQUIREMENT FOR CONSIDERING THE OFFER:**

The tender shall be governed by following mandatory requirements for considering the offer:

9.1) **PQR** : Average Annual financial turnover during last 3 years, ending as on 31st March 2021, should be at least Rs. 31,00,050/- (30% of estimated cost) excluding GST. Duly audited financial statement/ Balance sheet and P&L/certificate from CA to be submitted as a supporting document. If all balance sheets/FS are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets/FS by three.

b) **Experience in executing similar works** in last 7 years ending 30/04/2021 for either of following -

i) 3 similar completed works each costing not less than Rs. 12.40 Lakh (40% of estimated cost excluding GST)

"Or"

ii) 2 similar completed works each costing not less than Rs. 15.50 lakh (50% of estimated cost excluding GST).

" Or"

iii) 1 similar completed work costing not less than Rs.24.80 lakhs (80% estimated cost excluding GST)

.

Experience in similar work means experience in executing Installation & commissioning/overhauling /AMC work of any rating oil filled / dry Type Transformer or any electrical equipment's of switchyard/generating station.

9.2) **Experience in Govt./Public Sector:** -

Documentary proof (Copy of WO/PO/LOI and work completion certificate in support of Above eligibility criteria shall be submitted along with techno – commercial bid.

9.3) **Experience in private Sectors:** -

Documentary proof (Copy of WO/PO/LOI and work completion certificate along with TDS certificate/Traces) in support of above eligibility criteria shall be submitted along with Techno – commercial bid.

- a. Permanent Income tax account number (PAN) and Goods & Services Tax Identification Number (GSTIN).
 - b. Copy of Permanent Provident Account Number.
 - c. The contractor shall possess valid Electrical License.
 - d. All the workmen deployed at site shall be covered under workmen compensation insurance. The insurance policy will have to be taken after award of work its copy shall be submitted on award of contract. An undertaking in this regards will have to be given along with the offer.
 - e. Tender cost of Rs. 472/- including GST in favor of BHEL Jhansi. For EMD & Tender fees A/c No. **1067082886**, IFSC Code-SBIN0003807 ,Name - BHEL JHANSI, Bank-State Bank Of India , Branch Location-Jhansi.
- 9.4* Earnest Money Deposit as per Annexure-III/Clause 3.0 For EMD A/c No. 1067082886, IFSC Code-SBIN0003807, Name - BHEL JHANSI, Bank-State Bank of India, Branch Location-Jhansi.
- 9.5* A “No Deviation Certificate” in the prescribed format as per Annexure-VII will have to be compulsorily attached with the offer.

The price schedule format, rates of optional activities, Terms and Conditions stipulating tendering procedure, EMD, Security Deposit, General Conditions of Contract, Special Conditions of Contract, Instructions to Contractor Code for Safety Management at Sites, Statutory Liabilities of the Contractor, No deviation format, Organizational information are enclosed in Annexure-I to VIII. The tenderer is advised to study these annexures and put up signature with seal as acceptance of various clauses.

For & Behalf of BHEL Jhansi

Annexure "A"

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
(FIELD ENGINEERING SERVICES DEPARTMENT)
PRICE SCHEDULE

Ref. JHS/FES/005/21

Dated: 19.06.2021

Sr. No.	Details of Work	Qty. in Sets	Unit Price exclusive of taxes and duties in Rs.	Amount in Rs.
1	Dismantling & shifting to Customer store of 75 nos existing oil filled Transformer with dis-connection of cable & Bus-duct including minor civil work as per BSP standard. And Erection, Testing & Commissioning of new 75 nos. Dry Type Transformers including Shifting, Loading, Unloading and watch & ward of Dry Type Transformer Along with accessories at M/s Bhilai Steel Plant	75		

NOTE-**1. Terms & Conditions**

- (1) Offer to be valid for 120 days
- (2) BHEL may delete, add any activity/activities at the time of order.
- (3) GST will be payable extra as applicable.
- (4) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (5) BHEL may go for Reverse Auction after Techno-Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid. *Non-Acceptance to participate in RA may result in non-consideration of your bid in case BHEL decides to go for RA...*
- (6) L1 party will be decided based on quoted lowest price.
- (7) In case more than one contractor quoted the l1(lowest and technically accepted) rates, l1 shall be decided based discount offered in sealed bid.
- (8) After opening of the tenders if BHEL Jhansi decides to negotiate the tendered should be in a position to depute his representatives at short notice with full authority for negotiating, as well as commercial terms and concluding the contract.

I/We agree with above and all other terms & conditions of the contract.

(Signature of Contractor with Seal)

TERMS AND CONDITIONS

TENDER NOTICE NO. JHS/FES/005/21

DATED: 19/06/2021

1.0 DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' 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, Pin-110049 through its office at Jhansi, – 284120 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that 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.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2.0 TENDERING PROCEDURE :

The tender shall be accepted and processed as follows:

The Tender shall be submitted in **TWO PARTS**, as described below:

2.1 PART-I: (TECHNO-COMMERCIAL BID) : This part shall consist of the following

- i) EMD of amount, equivalent to value as per Annexure-III/Clause No. 3.0 below, drawn in favor of "**Bharat Heavy Electricals Limited**" payable at JHANSI shall be enclosed. In the absence of submission of EMD, the offer will be summarily rejected.
- ii) Tender Fees of **Rs. 472/-** in favor of "**Bharat Heavy Electricals Limited**" shall be accepted through electronic-Mode only in favor of BHEL as detailed in Annexure-III/Clause 2.9 –below. In the absence of submission of same, the offer will be rejected. GST shall be extra.
- iii) Techno-commercial offer comprising of:
 - a) Confirmation of Scope of Work, Supporting documents for qualification criteria and other clauses as applicable etc.

- b) Un-priced copy of PRICE FORMAT. *The un-priced copy of the Price bid format shall be the same as the Price bid but without the Prices. All the quoted Prices/Rates etc. shall be replaced with the word 'QUOTED' or 'Q', in the un-priced copy.*

2.2 PART-II: (PRICE BID)

- i) Format containing **PRICES** only **(to be furnished in the enclosed Price Schedule format only)**. Prices shall be quoted in Indian Rupees only. Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).
- ii) Price bids of only techno-commercially short listed vendors will be opened.
- iii) The above two bids **(Part-I and Part-II)** shall be enclosed in a sealed envelope and shall have tenderer's distinctive seal and shall be super-scribed with the **TENDER REF. NO and DUE DATE**.

2.3 The Tender shall be addressed to the following:

To,

**THE TENDER ROOM (WORKS CONTRACT TENDER BOX')
ADMINISTRATIVE BUILDING, Security Gate
BHARAT HEAVY ELECTRICALS LTD,
P.O. BHEL JHANSI (UP) 284120**

- 2.4 The tender shall be dropped in the above stipulated tender box positively **before 12.00 hrs on the due date (as mentioned above)**. It will be bidder's responsibility to ensure submission of tender in the designated **"Works Contract Tender Box"** before expiry of due date and time. Any tender which is received after **11.00 Hrs on the due date and subsequently** shall not be considered and will be returned to the sender. No explanation/ reasoning for late submission/receipt of tender will be entertained.
- 2.5 In case, Bidders wants to deputing their representative at BHEL JHANSI for dropping their offer in the tender box then bidder has to obtain security gate pass for reaching at tender box. In such case, bidders shall have to send personal details to BHEL at least one day in advance for obtaining security gate pass.
- 2.6 Bidders may note that the PART-I: (TECHNO-COMMERCIAL BID) of the tender shall be opened in tender room of BHEL Jhansi on tender due date after 14.00 hrs in presence of those tenderer's who choose to be present. PART-II (PRICE BID) of only those bidders whose offers will be techno-commercially short listed after scrutiny will be opened later.
- 2.7 The tenderer is advised to satisfy themselves for work environments & be acquainted with the actual working and other prevalent conditions regarding organizing resources to various sites across the country prior to submission of tender. No claim will be entertained later on grounds of lack of knowledge.
- 2.8 In case of any query/doubt on the tender specifications, bidder can contact the concerned authority for clarification before tender submission. No modification/ deviation w.r.t. any clause, terms & conditions etc shall be acceptable after opening of tender.
- 2.9 **Cost of the Tender documents is Rs. 472/- (Rupees Four Hundred Seventy-Two only) including GST**, shall be accepted through Electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking/POS/SB Collect etc.). The procedure of tender fee deposit is given in Clause 5.0 below. Tender received without remittance of tender cost will not be considered & will be rejected.

3.0 EARNEST MONEY DEPOSIT (EMD) :

Earnest Money Deposit will be as per the tender documents. EMD is to be paid by each tenderer for securing fulfillment of any obligation in terms of NIT.

3.1 Rates of EMD shall be as under:

- 3.1.1 For works: Rs. 62001/-

The bidder can also opt for submission of one time EMD of Rs. 5 Lakhs which will qualify him to participate in all other tenders.

3.2 MODES OF DEPOSIT:

EMD shall be accepted through Electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking/POS/SB Collect etc.). The procedure of EMD deposit is given in **Clause 5.0 below**.

EMD can also be accepted in the form of FDR issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

In case total EMD amount is more than to Rs. 2 Lakhs, the amount in excess of Rs. 2.0 Lakhs may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

3.3 FORFEITURE OF EMD:

EMD of the Tenderer shall be forfeited as per NIT conditions, if:

- i) After opening of the tender and within the offer validity period, the Tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI / Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with Suppliers / contractors" and forfeited / released based on the action as determined under these guidelines.

3.4 EMD given by all unsuccessful tenderer shall be refunded.

3.5 EMD shall not carry any interest.

3.6 EMD of the successful Bidder shall be converted and adjusted against the security deposit and shall be refunded after the expiry of the warranty period / defects liability period as applicable.

4.0 SECURITY DEPOSIT (SD) :

The Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.

4.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful Bidder shall be converted and adjusted towards the required Security Deposit.

4.2 MODES OF DEPOSIT:

The balance amount to make up the required Security Deposit (SD) of 5% of the contract value may be accepted in the following forms:

- i) SD shall be accepted through Electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking/POS/SB Collect etc.). The procedure of SD deposit is given in Clause 5.0 below.
- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee Format should have the approval of BHEL
- iii) 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).
- iv) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of the Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable in favour of BHEL).

Note: Acceptance of Security Deposit against Sl. no. (iii) and (iv) 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 therewith.

4.3 COLLECTION OF SECURITY:

- 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) If the value of work order at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the contractor or recovered from payment/s due to the contractor.
- iii) The recoveries made from running bills (cash deductions towards SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- iv) EMD of the successful tenderer shall be converted and adjusted against the security Deposit
- v) Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of contract.
- vi) The Security deposit shall not carry any interest.

5.0 PROCEDURE OF DEPOSITING EMD/SD/TENDER FEE

EMD/SD/ Tender Fee will be accepted only in electronic Mode, which can be deposited in following account-

For EMD & Tender fees A/c No. **10670828866**, IFSC Code-SBIN0003807, Name - BHEL JHANSI, Bank-State Bank of India, Branch Location-Jhansi.

The procedure of depositing EMD/SD/Tender Fee is below:

- a. For depositing amount online, depositor has to open SB- collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption new link).
- b. After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both are applicable.
- c. After the successful payment DU No. shall be generated from the banking system.
- d. After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately.
- e. As and when credit received in BHEL account, automatic mail sent to the depositor.

Note: - After submitting the Deposit Slip a control number will be generated through system which can be used for getting print out from the system, Bidder's has to submit this printout of deposit slip along with their offer.

6.0 GENERAL CONDITIONS OF CONTRACT

- 6.1 The agencies which are currently under hold/ban/suspension of business dealing with BHEL and communicated thereof shall not be considered in this tender.
- 6.2 The tenderer has to confirm all clauses of as mentioned above, Deviations, if any, have to be recorded clearly, against the respective serial number. All the documents of the tender shall be signed by tenderer on every page and sent with the offer.
- 6.3 **Offers will be evaluated on the basis of total lump sum price at each site as per schedule of prices.** The breakup of price (in percentage as mentioned in "Terms of payment") is for the purpose of payment after successful completion of each activity by the contractor.

- 6.4 For the **Extra Work / Activities**, the applicable rates are mentioned in Annexure-II-Rates of Extra Work/ Activities. These rates are mentioned against each activity as a percentage of total Contract price of one Transformer mentioned in price schedule (Annexure-I)
- 6.5 All the quoted prices shall be **exclusive of taxes & duties** as may be applicable.
- 6.6 The offer should be valid for minimum of 120 days from the date of opening the bid.
- 6.7 The bidders shall be required to submit furnish their organizational information in the format attached herewith as Annexure-VIII.
- 6.8 Over run charges shall not be applicable.
- 6.9 If the tenderer attaches any other conditions in the offer, than due to its implications prices may be loaded to the quoted price during evaluation.
- 6.10 All tender papers dully filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the Contract.
- 6.11 Official Secret Act: The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.
- 6.12 Mode of Communications: Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within 3 days of the delivery, even if they have not received / not opened/ having any problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.
- 6.13 All communications shall be made by/addressed to on behalf of BHEL by following officer or his authorized representatives. Any change will be informed time to time.
Addl. General Manager, Transformer Service Department, Bharat Heavy Electricals Ltd, P.O. BHEL Jhansi at email ID-milindk@ bhel.in

7.0 SPECIAL CONDITIONS OF CONTRACT:

The tender shall be governed by general conditions which are as follows:

- 7.1 BHEL does not bind themselves to award the work to lowest tenderer or any other bidder. It will be it sole discretion to process or cancel the tender and no reason/explanation shall be given for their decision.
- 7.2 The tenderer should engage only those workers for the works, which are covered under their P.F. & E.S.I. Registration, Payment of premium for P.F., PAN No. & E.S.I. of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL.
- 7.3 The prices shall be firm and final and shall be quoted strictly in the price-bid format provided in the Annexure-I. Applicable Service Tax shall be paid extra against proof of their deposition in the accounts of government.
- 7.4 The Contractor shall follow all the statutory compliances and all the prevailing Industrial / Labour laws/ Govt. laws, statutory safety clauses as amended from time to time including as per Annexure-IV to VI.
- 7.5 If any urgent work (in respect whereof the decision of the BHEL shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.
- 7.6 The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the customer premises. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- 7.7 The Contractor shall not sublet, transfer or assign the whole or any part of the work under the Contract.
- 7.8 The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the Contractor. In case the Contractor does not carry out the Contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, it will be brought to HIS notice first to rectify the deficiency/ anomaly within (15) days failing which BHEL reserves the right to impose the penalty maximum 10%

of the Contract price in the and/or terminate the Contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the Contract.

- 7.9 Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the Contract without assigning any reason thereof by giving 30 days' notice in writing to the Contractor.
- 7.10 The cancellation of Contract may be either for whole or part of the Contract at BHEL's option. In the event of termination of Contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the Contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 7.11 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 Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal 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 Hon'ble Court of Madhya Pradesh.
- 7.12 The firm will be required to sign a Contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.
- 7.13 The bidder will have to ensure before submission of his bids, that adequate manpower and resources are available at his disposal to be deployed at site in the above given time frame. The final work schedule may vary depending on the prevalent site conditions and customer requirements and may be revised for early completion of respective activities/readiness of charging during the course of execution. These revised targets shall be informed to Contractor by BHEL time to time. Accordingly, Contractor has to meet such targets set out by the customer/BHEL by augmenting their resources. The Contractor shall have to work in parallel at more than one Transformer/Reactor as may be required during execution of work to meet the targets for readiness of charging set out by the customer and informed by BHEL to Contractor time to time.
- 7.14 In the event of schedule is delayed for the reason beyond Contractor's control, the Contractor shall keep the provision for continuing the work up to one year beyond above completion period if so considered by BHEL for time extension of Contract Agreement. In such case, the rates as quoted in Price Schedule will be applicable for the extended period.
- 7.15 BHEL may also increase/decrease the quantity of equipment's/items included in the work content. Pro-rata rates shall be paid to the Contractor for the same.
- 7.16 RIGHTS OF BHEL:

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation: -

Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the Contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the Contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the Contractor.
- d) Assignment, transfer, subletting of the Contract work without BHEL's written permission.
- e) Non-fulfillment of any Contractual obligations or obligations under the law.

7.17 FORCE MAJEURE:

The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no Contractor has any control. In such cases, firm shall resume their operations after reasonable and mutually agreed time.

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be

performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price

INSTRUCTIONS TO CONTRACTOR

TENDER NOTICE NO.JHS/FES/005/21

DATED: 19/06/2021

1. BHEL shall have the privity of the Contract with the Contractor only and will give instructions to the Contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the Contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The Contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this Contract.
3. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the Contractor will deploy any casual employee to carry out the job nor shall sub-Contract the job without prior written permission.
4. Contractor shall observe Provisions of the relevant labour law in respect of working hours, holidays, rest intervals, leave and overtime to his employee. .
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate for each Contract separately.

"It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in ----- (type of work) against work order no. ----- in ----- (name of department).

Signature of Contractor

PAYMENT OF WAGES

- i) Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages and shall record under his signature at the end of entries in the Register of wages in the following form. This will not be related with payment by BHEL to contractor.
 "Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time....."
- ii) In case Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the Contract can be utilized by BHEL to discharge the liability of the Contractor.

SAFETY AND DISCIPLINARY ACTION

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the Contractor failing which BHEL will provide safety equipment to such Contractor employees and cost of which including overheads as deemed fit shall be recovered from Contractor bills/dues. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, Contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.
4. The Contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

5. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923."
6. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the Contractor.
7. Contractor shall fully comply provisions of various applicable labour laws.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

1. Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
2. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
3. Contractor shall provide information as required in respect of all his employees employed by him to enable the Contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.
4. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall fully comply various labour laws and other enactments as applicable for such Contracts.

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950
- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. Maternity Benefit Act 1961
- .. Equal Emolument Act 1976
- .. Payment of Bonus Act 1963: Price shall be quoted by bidders excluding Bonus. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs...../per hr/ per day as applicable. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.
- .. Inter State Migrant Act.

STATUTORY INSTRUCTIONS TO CONTRACTOR

STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining:

1. Labour License (If applicable)
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers Form 13.

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

1. Employment card as per rule no 76 of Contract labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
7. Obtain insurance cover for his employees/ equipment's, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment's for his employees
12. Distribute wage slip each month to his employees,
13. Ensure payment as per minimum wages act, 1948,.
14. Preferably Uniform to labours different from BHEL employees
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

ON COMPLETION OF WORK: Submission of PF & inspection report

CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that 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 agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), 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 to be appointed by competent authority of BHEL 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.

The proceedings of Conciliation shall broadly be governed by 7.11 of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to this SCC.

(The Conciliation Proceedings hereunder, supersede the relevant terms & conditions given in "Special Terms & Conditions and Statutory Compliances" or any other Tender document, where ever applicable).

CODE FOR SAFETY MANAGEMENT AT SITES

TENDER NOTICE NO. JHS/FES/005/21

DATED: 19/06/2021

It may please be noted that the following practices are to be observed during execution the work:

GUIDELINES FOR SAFE WORK PRACTICES

- Personal Protective Equipment: Provision & use of personal protective equipment conforming to Indian or equivalent standards to all employees of BHEL & its sub-contractors working at sites shall be ensured as specified below:
- Safety Helmets Conforming to IS: 2925 shall be worn by all at sites where there is any possibility of any object falling from overhead.
- Safety Belts (Type 2) Conforming to IS: 3521 shall be used with the life line properly tied, by any person who is required to work at an elevated location from where there is possibility of fall of the person by more than two meters.
- Person who might be exposed to any hazards to his eyes & face during the course of his work shall use 2.1.3 Eye & Face Protection Device Conforming to IS: 8940 or 8520.
- Ear protection Device Conforming to IS: 6229 shall be used by any person exposed to excessive noise in his work.
- Hand & Body Protection Devices IS: 2573 or 6994 or 8519 or 8807 as applicable shall be used by a person who might be exposed to the possibility of Injury to his hand or body while executing a particular task.
- Foot Protection Devices: Safety shoes or good quality covered shoes, depending on the degree of hazard one is likely to be exposed to, shall be worn by persons engaged at servicing sites.

HOUSE KEEPING

- Materials, equipment's etc. shall not be placed or left work area so as to obstruct safe movement of people or cause any other mishap.
- Work places & passageways that are slippery due to oil, water etc. shall be cleaned up or strewn with sand/ similar substance.
- Action shall be taken to discourage the practice of throwing materials/ equipment's for elevated locations to lower levels.

ILLUMINATION

- Adequate & suitable artificial lighting shall be provided at all work places and their approaches.
- Lamps shall be protected by suitable guards where necessary to prevent danger, if the lamp breaks.
- Hand-held lamps shall be powered by either 24V supply or dry cells.
- Emergency lighting provisions for night work shall be made to minimize danger in case of power failure.
- Insertion of electrical wires directly into socket holes without proper plug top for drawing power shall not be allowed.
- Proper earthing & insulation of all temporary electrical lines laid for servicing jobs shall be ensured.

FIRE HAZARDS/ ACCIDENTS AND THEIR CONTROL

- BHEL employees should ensure that first aid fire- fighting equipment, arranged by customer, is available in the vicinity of work place.
- Arrangements shall be made to contain sparks generated during welding, cutting or other operations and sparks shall not be allowed to fall down on combustible materials, if any, kept below.
- Every scaffold shall be of safe design for the purpose for which it is to be used and shall be of safe and sound constructions and maintained in good conditions.
- Switching off of power supply to welding machines etc. shall be ensured during non-working period.
- Rolling & dragging gas cylinder shall be allowed but suitably designed cage system shall be used for lifting of gas cylinders to elevated work locations and also for lowering them.

FIRST AID

- BHEL/ sub-contractor shall be required to maintain a first aid box with essential items. The box shall be available for use at all hours of work.

STATUTORY LIABILITIES OF THE CONTRACTOR

TENDER NOTICE NO. JHS/FES/005/21

DATED: 19/06/2021

- All statutory requirement 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, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Act etc shall be complied by the Contractor
- Contractor shall comply with all statutory requirement, rules, regulations & notification etc in relation to employees issued from time to time by the concerned authorities
- Contractor 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 minimum period of at least 3 years and should be made available even after the contract is over for any verification by statutory / BHEL authority
- Contractor to provide PF Pass Book to his employees ensure payment of PF, EDLI, pension dues under EPF and MP Act 1952 to the RPFC
- Contractor shall ensure payment of ESI contributions under ESI Act 1948, and provide ESI membership no. of each employee
- Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension, ESI contribution, administrative charges etc where ever applicable and shall maintain proper records
- Contractor shall furnish proper returns to the concerned statutory authorities
- Contractor shall be solely responsible for non-payment, delayed payment of wages, contribution under EPF & MP Act, ESI Act etc.
- In case the Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor
- Payment of bonus under Bonus Act, payment of gratuity under Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Contractor
- Over & above the daily wage rate, payment shall be made for leave with wages
- Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave & overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission
- In case a contractor employs women as employee, he will discharge his obligation under law in respect of such women workers such as 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
- Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of the contract operating division & HR representative who shall record under his signature to the end of entries in the register of wages and give certificate to this effect which shall be enclosed with the bill for claiming payment
- In case the Contractor fails to make payment to his employees within the stipulated date / time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the Contractor shall replenish such an amount immediately
- Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with the employees deployed by him
- The contractor shall issue all the necessary Personal Protective Equipment's (PPEs) to all his workmen involved in the job. The liability for any compensation on account of any injury sustained by an employee of the contractor shall be exclusively of the Contractor
- Contractor to obtain insurance cover for his employees / equipment, tools & tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees
- Contractor should have independent code numbers under EPF & MP Act 1952 and ESI Act 1948 Service Tax and shall cover his employees under the said codes
- Contractor to obtain license under CL(R&A) Act 1970
- Adherence to all local, state and central legislation on safety measures as applicable to the work at site shall be ensured.
- This document may be treated as a part of the NITs and your acceptance of these requirements will be essential for qualifying to work as our sub-contractor.

**FORMAT FOR
“NO DEVIATION CERTIFICATE”**

TENDER NOTICE NO. JHS/FES/005/21

DATED: 19/06/2021

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your Tender Enquiry No. _____. This is to expressly certify that we have read all the clauses of tender and our offer contains **no deviation** either Technical or Commercial in either direct or indirect form.

Signed By :**Name** : _____

Designation : _____

Organization : _____

Date & Place : _____

Phone/Fax/Email : _____

Stamp & Seal : _____

(Signature & seal of Bidder)

ORGANIZATIONAL INFORMATION

TENDER NOTICE NO. JHS/FES/005/21

DATED: 19/06/2021

Sl.	Description	Bidder's Information
1	Bidder's Name, Full Address / Pin Code	
2	Name(s) of Contact Person(s) Mobile No(s). of authorized signatory of bid document	
3	Tel. No. / Fax No./ e-mail	
4	Bid Ref. No. & Date	
5	Type of Company (Limited Company / Private Company / Co-Operative Society / Partnership Firm / Proprietorship)	
6	Year of establishment, Company Registration No. & date	
7	Director / Partner / Owner/ Proprietor Information	
9	Income Tax PAN	
10	GSTIN Tax Registration No.	
11	PF Registration No.	
12	Electrical Contractor License No. & Validity	

Attach list the T&Ps and testing instruments owned by the bidder along with copy of PO.

(Signature & seal of Bidder)