

BHARAT HEAVY ELECTRICALS LIMITED
BHOPAL

SWITCHGEAR SERVICES DIVISION (SXX)



NIT No.: SXX/2223/SWR/001

Date: 23.01.2023

NOTICE INVITING TENDER (NIT) FOR

**“SITE SERVICES OF BHEL SUPPLIED PVTI/PVTB
BREAKERS INSTALLED AT VARIOUS TRACTION
SUBSTATIONS OF INDIAN RAILWAYS”**

Last Date & Time for Submission of Bids :

14.02.2023 11 00 Hrs.

Due Date & Time for Techno-Commercial Bid Opening: 14.02.2023 14 00 Hrs.

Validity of offer shall be 6 months from the date of opening of quotation

Note: 1 Any abbreviation is not permitted and liable for rejection. Signature of contractor

2 Any non compliance is liable for rejection.

With Date, Name & seal



BHARAT HEAVY ELECTRICALS LIMITED

UNIT: BHOPAL

SWITCHGEAR SERVICES DIVISION (SXX)

NIT: SXX/2223/SWR/001

Date: 23.01.2023

Switchgear Services Division (SXX) of Bharat Heavy Electricals Limited, Bhopal invites offer on Open Tender basis from experienced & financially sound contractors in two bid basis (Techno-commercial and Price) for site services of BHEL supplied PVTI/ PVTB breakers installed at various traction substations all over India of Indian Railways.

(1) REVERSE AUCTION:

BHEL shall be resorting to reverse auction for this tender (as per RA Guidelines as available on www.bhel.com).

(2) SCOPE OF WORK: Deputation of experienced Skilled manpower as per BHEL requirement to site/ Customer's works for site services and supervision work of BHEL make PVTI/PVTB Breakers installed at various traction substation of Indian Railways involving Inspection, Commissioning, Servicing, Troubleshooting, Testing and carrying of spares as required.

All the tools/ special equipment required if any, to carry out the above work will have to be arranged by the contractor.

(3) QUALIFYING CRITERIA:

Bidders must meet following qualification criteria mentioned at para (A) & Para (B) below to qualify in Techno-Commercial Bid:-

(A) FINANCIAL:

- 1) Average Annual Financial turnover of the firm for last 3 years upto 31st March 2022 must be atleast Rs. 3,88,680/- Documentary proof must be submitted by Contractor as below:-

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- (i) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), date and place of signing must be mentioned on the Profit & Loss A/c and Balance Sheet.
 - (ii) In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.
- 2) Bidders to provide PAN, certificates of ESI / PF, GSTIN registration of firm and all the statutory requirements of the Central Government to be accepted by contractor in line with BHEL works policy Copy of award of work order(s) from the relevant utility and subsequent work completion certificate(s) must be submitted as proof of experience.

(B) TECHNICAL:

- (i) Bidders to provide supporting documents for two years experience in the field of assembly/ services / site testing of 25kV Railway traction breaker. Details of Skilled manpower to be furnished by Bidder.
- (ii) Experience of having successfully completed similar work of inspection, maintenance, servicing, resolution of complaints, repair, trouble shooting, operational & wiring check ,testing of 25kV traction switchgear breaker during the last 7 years upto 31st December 2022 must be not less than Rs. 5,18,240/- each for 3 jobs OR Rs. 6,47,800/- each for 2 jobs OR Rs. 10,36,480/- for 1 job).
- (iii) Bidder to ensure availability of required portable testing instruments and tools like multimeter, spanner set, tool kit and other items for servicing.

Note:-A relaxation of 50% on prior turnover criteria shall be applicable for Micro & Small Enterprise bidders under Clause 4 of Notification issued by Government of India. Registration Certificate (under applicable clause) for Micro/Small Enterprises to be submitted by bidder. The relaxation mentioned shall be applicable to above point no. 3(A)1 as well as point no.3B (ii)

(4) WORK COMMENCEMENT AND CONTRACT PERIOD: Within one week from the date of issue of Letter of Indent / work order as per instruction from BHEL. The contract period will be **12 months** from the date of issue of LOI / work order/ signing of contract agreement with BHEL. BHEL may short close the contract, if required, without assigning any reason. The contractor must mobilize his manpower to the desired site within 7 days from the date of intimation by BHEL.

(5) METHOD OF OPERATION:

The service person will have to reach the site within one week from the date it is communicated to the contractor vide email, or earlier as advised by BHEL and record will be maintained. Before leaving for site the contractor's supervisor will discuss the problem with Switchgear Service /Design/ Contract department to understand the work to be done at site. After the site visit the minutes of meeting with customer will be submitted to BHEL along with the report in prescribed format for day wise activities. Also receipt / acknowledgement from site will have to be submitted for any item delivered to site. The contractor will nominate an experienced supervisor who will be preferably stationed at Bhopal for close coordination, interaction, maintain log book and submission of bills. The bills are to be submitted within ten days from the date of return from site to headquarter.

(6) TENDER FEE:

Tender Fee of Rs 500/-+GST (Rs. Five Hundred only) to be deposited online only and deposition slip (generated online) to be sent along with the Bid inside the envelope containing Part-I Techno-Commercial Bid. Bid received without Tender Fee is liable to be rejected. The Tender Fee shall be non-refundable. Amount deposited other than online mode is not acceptable. **MSMEs are exempted from Tender fee.**

In order to minimize cash handling, faster collection of money receipt and also to provide ease and comfort of payment from their own place for depositors, an online facility through SB-Collect has been implemented. It is for depositing amount for getting various types of services from BHEL Bhopal viz. Tender cost, Earnest Money Deposit, Security Deposit etc. Complete details are available under the following link: <http://www.bhelbpl.co.in/qcins/ices.htm>

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Details of developed templates are available on bank site. For first time user “Help Documents” is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above for specific query related to type of deposit, demo with the template is also available on respective page mentioned on page no 2 of the help documents. It is expected from the depositor(s) to understand the process first from the help document bank site before proceeding to deposit.

Path:-

- i. <https://www.bhelbpl.co.in/qcins/iccs.htm>
- ii. Proceed Direct to Bank Site for payment
- iii. Accept the T&C and proceed.
- iv. Select State- Madhya Pradesh
- v. Select Industry
- vi. Select Industries name as Bharat Heavy Electrical limited Bhopal
- vii. Select Payment Category – Tender Fee/ EMD/ SD etc.
- viii. Fill the details and Deposit the amount.

(7) EARNEST MONEY DEPOSIT:

Bidder has to submit Earnest Money Deposit (EMD) of **Rs. 25,912/-**

(RUPEES TWENTY FIVE THOUSAND NINE HUNDRED TWELVE ONLY)

through any of the following:-

(MSME firms are exempted from EMD and hence MSME firms need not deposit EMD)

1) Electronic Fund transfer credited in BHEL Account. 2) Banker's Cheque/pay order/ Demand Draft in favour of BHEL. 3) Fixed Deposit Receipt (FDR) issued by scheduled Bank/ Public Financial institutions as defined in the companies act (FDR should be in name of contractor, A/C BHEL). No other mode of payment is acceptable. The EMD paid shall not carry any interest. EMD of unsuccessful bidder(s) shall be returned after award of work to successful bidder(s) (techno-commercial cleared L1 bidder).

The value of One time EMD is Rs 5 .0 lakh/- (Five lakh only). It will be applicable to only those bidders who have already deposited this amount for participating in various tenders for works contract and it has not been refunded.

In the case of unsuccessful bidder, the EMD will be refunded normally, within 15 days of the acceptance of award of work by the successful bidder(s).

The EMD of the successful bidder will be retained towards part of Security Deposit BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

After opening of tender revokes /withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions or fails to start the work within the period as per LOI, after award of contract .

(8) SECURITY DEPOSIT:

The total amount of Security Deposit will be 3 % of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. Security Deposit will be deposited within 3 months of contract issue or will be adjusted in first bill whichever is earlier.

The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms :-

- i) Electronic Fund Transfer in favor of BHEL.
 - 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 Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith
- (v) online as per clause 8 of NIT above (e-Payment).

The Security deposit shall be refunded after minimum 3 months, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

8.1

Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

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

(9) TERMS OF PAYMENT:

Payment shall be made within 60 days from the date of receipt of clear bill on per visit basis in the following manner (In case of MSME Contractors, payment shall be released within 45 days on submission of bill complete in all respect):

100% payment for each site visit after work completion (supported with MOM / certification by BHEL / Customer) together with invoice for completed activities.

No Price Variation Clause (PVC)/Over Run Compensation (ORC) not allowed.

The total man-days are to be counted from the date of departure of service person from Head quarter to the desired site for attending breaker problem to the date he reaches the destination after completion of the desired work.

Income Tax, GST and other taxes, Govt. levies etc as applicable during bill submission shall be deducted from the running bills and certificate to this effect shall be provided as per rules. The expenses towards stamp duty of the agreement shall be borne by the contractor bills. No mobilization advance shall be payable. The rates finalized will remain firm through out the contract period. Contractor is required to submit the proof of journey like Railway/Bus ticket for the travel period in claimed man days in the absence of which payment will not be done for journey period.

(10) PENALTY: Penalty in the following cases shall be applicable:

- (i) Contractor's service personnel must have to report at site within 7 days notice provided to them. Wherever the delay in mobilization is due to contractor, a sum of Rs. 250/- Per day per man, after 10 days' notice shall be recovered as Penalty.
- (ii) Whenever customer reports from site for the delay /poor execution of work and this delay/poor execution is attributable to Contractor, a sum equivalent to 10% rate of mandays consumed for that particular visit shall be recovered as Penalty for each visit.

Certification for delay in deputation and delay/poor execution of work at site shall be given by BHEL and shall be final. Total Penalty shall not exceed 10% of the contract value. The above penalty clause shall not be applicable if delay in work is not on account of contractor. If the contractor does not provide site services as intimated by BHEL within the stipulated time frame, BHEL reserves the right to cancel the awarded work order and carry out the work from 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.

(11) OFFER SUBMISSION IN RESPONSE TO INVITATION:

Tender documents to be downloaded from the BHEL website. Bid to be submitted in two parts.

I: TECHNO-COMMERCIAL BID (UNPRICED) II: PRICE BID

Above mentioned both part envelopes (I & II) are to be kept in one envelope.

Part-I (Techno-Commercial bid) should contain compliance to tender document having all the pages (Page 1 to page 26 of this NIT) signed & sealed by the bidder. Copy of all reference documents mentioned on pages 21-23 must be attached. All the terms and conditions must be agreed. An offer may be treated as invalid offer if it contains any condition, deviation or insufficiency. Copy of online receipt slip against deposit of Tender fee (as mentioned in para (6) above) and EMD deposit (as mentioned in para (7) above) must be attached. Bid received without EMD and Tender fee is liable to be rejected. **MSMEs are exempted from tender fee and EMD deposit.**

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Part-II (Price Bid) should contain Price only (Page 27-28 of this NIT). The rate shall be quoted as the Final rate as per Page 27 including of Journey charges, Lodging & Boarding charges, local conveyance, PF, ESI, all other statutory payments, levies and all other Govt. tax but Excluding of the GST. No escalation/ additional / Overtime/ waiting charges will be paid other than the quoted rate.

Offer should contain compliance to tender document having all the pages signed & sealed by the bidder. All the terms and conditions should be agreed and mentioned in the column. An offer may be treated as invalid offer if it contains any condition, deviation or insufficiency.

PART-I & PART-II bids should be sent in two separate sealed envelope super scribing Part-I (Techno-Commercial Bid) and Part-II (Price Bid) with tender number on the top of respective envelopes. The complete offer with the Part – I and Part – II bids shall be sent in a single sealed envelope (containing envelopes of PART-I & PART-II) super-scribing the Tender No., due date , Contractor's name and addressed to:-

**Manager (SXX),
Block -IV Annexe, EWGF,
BHARAT HEAVY ELECTRICALS LIMITED, Piplani,
BHOPAL (M.P.), Pin – 462022.
Phone: 0755-2502681.**

It is to be dropped in **Green coloured tender box** for works contract only. The box is kept in the tender room of BHEL administrative building ground floor. **The bids must be submitted latest by 14.02.2023 (14th February, 2023) 11:00 Hrs.**

(There are two boxes in the tender room; the Red colored tender box is for the purchase tenders and not for Services tenders) Complete offer thus received as per tender document (Techno-Commercial offer + Price Offer) shall be opened at the designated venue on the specified date & time i.e. on 14.02.2023 at 14:00 Hrs in the presence of those bidders or their representatives, who choose to be present.

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The techno-commercial bid will be opened on the due date. **The price bid will be opened at a later date of only those contractors who qualify in techno-commercial bid and meet the qualifying requirement.**

VENUE FOR BIDS SUBMISSION/ OPENING: Tender Room, Admin – Block,
Ground Floor, BHEL Bhopal-462022

In case of any doubt, our address for correspondence shall be:

Manager (SXX),
Block -IV Annexe, EWGF,
BHARAT HEAVY ELECTRICALS LIMITED, Piplani,
BHOPAL (M.P.), Pin – 462022.
Phone: 0755-2502681. Mob: 9406903640
email: pawan_nayak@bhel.in

(12) OFFER VALIDITY:

Validity period of the offer shall be up to six months after the tender opening date.

(13) AGREEMENT SIGNING:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format. The cost towards agreement shall be borne by the firm.

(14) DEDUCTION OF INCOME TAX / PAYMENT OF GST:

All payments are subject to Income Tax deduction as per prevalent rate of the bill amount at source as per Central Government Laws. BHEL shall issue appropriate certificate in this regard.

GST as applicable, shall be payable extra at the prevailing rate upon proof of payment.

(15) GUIDELINE FOR GST:

15.1 HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.

15.2 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 Invoice rules.
- b. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by Government.
- c. Receipt of goods/services and Tax Invoice by BHEL and Confirmation of payment of GST thereon by contractor on GSTN portal.
- d. 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.

15.3 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice 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 the contractor along with interest levied/ leviable on BHEL.

Reverse Charge under GST

15.4 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 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

15.5 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.

15.6 Tax Deduction at source:

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

(16) GENERAL TERMS AND CONDITION:**DEFINITIONS:-**

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

16.1 **‘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 Piplani, Bhopal – 462022 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.

16.2 **‘CONTRACTOR’ or ‘FIRM’** shall mean the individual, firm or Company who is providing the services and shall include their executors, administrators, successors and permitted assigns.

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- 16.3 **‘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.
- 16.4 **‘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.
- 16.5 **‘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.
- 16.6 **‘APPROVED, DIRECTED or INSTRUCTED’** shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ concerned authorities.
- 16.7 **‘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.
- 16.8 **‘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.
- 16.9 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 three days of the delivery. Firm shall communicate their change of authorized supervisor, email address, phone number in advance.

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(17) RESPONSIBILITIES OF THE FIRM:

(A) WORKING RESPONSIBILITIES: -

- (a) Contractor should appoint Supervisor/Engineer at BHEL Bhopal for single point interaction & organising all activities.
- (b) The supervisor shall be experienced in PVTI/PVTB assembly & testing. He will be responsible for training his subordinates & giving technical guidance, maintaining records of site visits ,spare material requirement , answering to all type of queries from customer/BHEL & coordinate bill submission in time.
- (c) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- (d) The charges shall be paid for the work done at site as per the rate quoted against the work completion certificate signed by customer / BHEL representative.
- (e) The person deputed to site will make their own arrangement for stay/ lodging, boarding.
- (f) The person deputed shall be authorized to represent BHEL Bhopal, and shall arrange to prepare site-report / record of discussion (MOM) of work done, customer pending points, completion certificate, and technical findings and obtain material receipt certificate (MRC) etc.
- (g) The contractor has to provide Mobile phone to the person deputed to site for instant contacts and be in continuous touch from site.
- (h) The contractor has to provide insurance of all the personnel employed by him so that compensation can be taken care by him in case of any accident which may threaten life of the personnel.
- (i) BHEL shall not reimburse any expenses towards - medical, transport of his tools instruments and personal luggage etc.
- (j) The expenses towards stamp duty of the agreement etc shall be borne by the contractor.
- (k) The contract shall be valid for 24 months but can be terminated at any time if the performance is found below standard without assigning any reason thereof.
- (l) If it is a partnership firm,all the partners will have to sign the bills and any other documents pertaining to the contract offered.

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(B) GENERAL RESPONSIBILITIES: -

- (I) The firm shall follow all the statutory compliances as mentioned in the Prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- (II) The firm shall pay all taxes, fees, license charges which has to be paid by him or otherwise as deemed fit.
- (III) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of their personnel.
- (IV) Firm shall maintain a Wages registers having following details:-
 - (a) Wages paid to workers.
 - (b) PF & ESI contributed by firm & deducted from each worker wage.
 - (c) Annual statement for availed/paid leaves.
 - (d) Bonus paid.
- (V) 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 employee 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 malfunctioning / operation and works incidental thereto BHEL factories/offices and precincts thereof, project execution, erection & 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, township 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 Lakhs)
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakhs)
 - (d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2(I) of the Employee's compensation act, 1923.

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(18) FORCE MAJEURE:

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.

(19) ARBITRATION:

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The decision of the arbitrator shall be final and binding on the parties to this contract.

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(20) Benefits to MSME bidders:

- i) MSE contractors are exempted from payment of EMD and tender fee.
- ii) MSE would be entitled to preferential payment of 45 days from the date of submission of Bill.
- iii) Purchase Preference – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

(21) RIGHTS OF BHEL:

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

- (I) Short close / terminate the contract without assigning any reason.
- (II) 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) Non-fulfillment of any contractual obligations or obligations under the law.
 - (e) Availing the services as per the Work Contract shall be strictly need based as per discretion of BHEL. Contractor must clearly understand that there is no compulsion on BHEL to avail services/deputation for any minimum no's of Man-days.
 - (f) BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.

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(22) 'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION':

The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

(23) MODEL CONCILIATION CLAUSE FOR CONDUCTING 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 Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

(24) STATUTORY LIABILITIES OF THE CONTRACTOR:

- (a) 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, GST Tax Act and all other applicable Act etc shall be complied by the Contractor.
- (b) 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. It is desirable that contractor should make advance payment to his service personnel before proceeding for site.
- (c) 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.
- (d) 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.
- (e) 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.

Note: 1 Any abbreviation is not permitted and liable for rejection. Signature of contractor

2 Any non compliance is liable for rejection.

With Date, Name & seal

- (f) 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.
- (g) The contractor shall issue all the necessary Personal Protective Equipments (PPEs) like safety shoes, helmet, safety belt, safety gloves etc 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) Contractor to obtain license under CL(R&A) Act 1970.

(25) PART OF TECHNO-COMMERCIAL BID (PART-I)**BIDDER DETAILS:-****(A) DETAILS OF CONTRACTOR / FIRM:**

S. No	PARTICULARS OF CONTRACTORS	DETAILS	
1	Name of the Contractor		
2	Full postal Address With PIN code		
3	Mobile No.		
4	Tel .No		
5	Fax No		
6	E-mail ID		
(B) PARTICULARS OF FIRM		DOCUMENT NUMBER	COPY PLACED
B1	Name of the Firm		Yes/ No
B2	Company Registration Certificate.		Yes/ No
B3	ESI Registration Certificate.		Yes/ No
B4	PF Registration Certificate.		Yes/ No
B5	Income Tax PAN No.		Yes/ No
B6	GSTIN Registration No.		Yes/ No
B7	MSME Certificate (If Applicable)		Yes/ No
B8	Vendor Code (If already registered in BHEL)		Yes/ No

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**(C) IS ANY RELATIVE OF TENDERER EMPLOYED IN ANY
UNIT/DIVISION OF BHEL (WORKING OR RETIRED):YES / NO**

If YES then furnish the details below:-

Sl. No.	Name	Staff No.	Location/ Area

(D) LIST OF MAN POWER (Minimum Four Employees)

List of man power / experts with PF registration number currently working on roll of the company (Same will be engaged for work) at least 2 years experience in the field of assembly/services/site testing of 25kV Railway Breaker . Biodata and documentary proof must be enclosed.

S. no	Name of Employee (Must be registered for ESI/PF)	Registered for ESI/PF (Yes/ No)	Experience in (number of years)
			Service/Testing of 25kV Railway Traction Breaker
1			
2			
3			
4			
5			
6			

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With Date, Name & seal

(E) EXPERIENCE

LIST OF CUSTOMERS FOR WHICH WORK DONE BY THE BIDDER IN THE FIELD OF ASSEMBLY/ TESTING /SERVICING/ REPAIR OF 25kV Railway Traction Breaker (Attach more sheets if required)

S.No	Name of Company (Manufacturing / Utility/ Maintenance)	Reference document i.e. Order copy or Letter of customer/ MOM (to be attached mandatorily)

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With Date, Name & seal

(F) **CERTIFICATE**

IT IS TO CERTIFY THAT OUR FIRM-----

HAVING ADDRESS -----

PHONE NUMBER -----

EMAIL ADDRESS-----

IS NOT INVOLVED IN ANY LEGAL DISPUTE OR BLACK LISTED WITH ANY PSU / STATE /
CENTRAL GOVERNMENT ORGANISATION.

THE ABOVE INFORMATION IS TRUE AND CERTIFIED BY US.

(CONTRACTOR'S SIGNATURE WITH SEAL)

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With Date, Name & seal

(26) Format for Related Party Undertaking**DECLARATION BY THE CONTRACTOR**

I, Shri _____, owner of
M/S _____, hereby declare
that I do not have any relations, as specified below, in the Switchgear Control gear &
Rectifier group, of BHEL, Bhopal.

I hereby authorize BHEL to cancel my tender, if this statement is found wrong, i.e. if it
is found that any of my relatives, as defined below is found to be working in any of the
divisions under Switchgear Control gear & Rectifier group :-

1. Husband/ Wife -
2. Father -
3. Mother -
(including step-mother) -
4. Son
(including step-son) -
5. Son's wife -
6. Daughter -
(including step-daughter)
7. Father's father -
8. Father's mother -
9. Mother's mother -
10. Mother's father -
11. Son's Son -
12. Son's son's wife -
13. Son's daughter -
14. Son's daughter's husband -
15. Daughter's husband -
16. Daughter's son -

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With Date, Name & seal

- 17. Daughter's son's wife -
- 18. Daughter's daughter -
- 19. Daughter's daughter's husband -
- 20. Brother -
(including step-brother)
- 21. Brother's wife -
- 22. Sister (including step-sister) -
- 23. Sister's husband -

I also understand that in such case, following action may be taken against my company:
-

- 1. Termination of contract
- 2. Disqualification/debarring from all future contracts

I also, promise neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to my disqualification/debarring from the contract.

(CONTRACTOR'S SIGNATURE WITH SEAL)

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With Date, Name & seal

(27)

PRICE BID (PART –II)

(TO BE KEPT IN SEPARATE ENVELOPE)

SL NO.	DETAILS OF SCOPE OF WORK	NUMBER OF MANDAYS	RATE PER MANDAY (Excluding GST) (To be quoted in INR)
	Deputation of experienced Skilled manpower as per BHEL requirement to site/ Customer's works for site services and supervision work of BHEL make PVTI/PVTB Breakers installed at various traction substation of Indian Railways involving Inspection, Commissioning, Servicing, Troubleshooting , Testing and carrying of spares as required. All the tools/ special equipment required if any, to carry out the above work will have to be arranged by the contractor.	820	IN FIGURES: IN WORDS:

Note :-

- (1) Rate per manday to be quoted both in figures and in words excluding GST in the rate column above. If, in the price structure quoted for the required services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (2) If there is an error in a total corresponding to the addition or subtraction of subtotal the subtotals shall prevail and the total shall be corrected.

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With Date, Name & seal

- (3) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (1) and (2) above.
- (4) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- (5) The quoted rate per manday must be inclusive of journey charges, lodging/boarding charges, local conveyance charges and any other charges. Rate quoted shall be firm throughout the contract period.
- (6) Man Days mentioned above are tentative and actual payment shall be made based on actual days consumed at site, limited to contract value awarded to contractor.
- (7) Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) or person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting etc will be numbered by bid opening officials and announced during bid opening.
- (8) In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/ draw of lots in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- (9) The total man-days are to be counted from the date of departure of service person from head quarter i.e. Bhopal for the desired site to the date he reaches the destination after completion of work.
- (10) BHEL shall be resorting to reverse auction for this tender.

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2 Any non compliance is liable for rejection.

With Date, Name & seal