

NIT No. <u>ELX/TP/TR/2223/01/R</u>		
REPAIRING/REWINDING & RECONDITIONING OF FAILED 2500 KVA, 11/1-6.6 KV, SINGLE PHASE TRANSFORMERS DUE FOR OPENING ON <u>09-03-2023</u>.		
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YOUR REF :

OUR REF : **ELX/TP/TR/2223/01/R**

Date : 20-02-2023

TENDER NOTICE

A tender is invited for the following item from manufacturers & repairers only as per tender specifications. The Sealed Bids will be received up to date & time indicated below. The tender will be opened in Tender room, Admin building, BHEL, Piplani Bhopal, as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representatives may remain present at the time of opening of tender: -

Sr. No.	NIT No.	Name of items	Tender fee (Excluding GST) (in Rs.)	Due date of opening of tender on
1.	<u>ELX/TP/TR/2223/01/R</u>	REPAIRING/REWINDING & RECONDITIONING OF FAILED/DAMAGED 2500 KVA, 11/1-6.6 KV, SINGLE PHASE TRANSFORMER	500/-	09-03-2023

KEY DATES & BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Repairing/Rewinding & reconditioning of 2500 KVA, 11/1-6.6 kV transformer
NIT No.	<u>ELX/TP/TR/2223/01/R</u>
Due date of submission of Tender	09-03-2023, 02:00 PM

Key Dates:-

Sr. No.	Tender Stage	Date & Time
1.	Publishing Date	06-03-2023
2.	Bid Submission Start Date	06-03-2023
3.	Bid Submission End Date	09-03-2023, 11:00 AM
4.	Bid Opening date	09-03-2023, 2:00 PM

INSTRUCTION TO BIDDERS: -

1. Part-I (Envelop-1)- The bidders shall be required to attest & enclose following documents in the envelop- 1 which shall form Techno commercial bid.
 - a. Schedule A –Bill of Quantity cum Price schedule (Unpriced)
 - b. Schedule-B- General Contact Information of the Bidder.
 - c. Schedule-C- Commercial Information and compliances.
 - d. Schedule D- Checklist
 - e. EMD & Tender Cost(BHEL may include/exclude any of the document as per their requirement)

In case of error-ness/ non-submission/ missing of any of the above documents, BHEL will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be.
2. Part-II (Envelop- 2) the bidder shall quote their rates only in the BOQ and shall be kept in envelop-II Schedule-A.
3. Price will be firm throughout the contract.

**Engineer In-charge
BHEL Bhopal**

PART-1

ANNEXURE-I

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The **DGM (EMT & ELX)** on behalf of the Bharat Heavy Electricals Limited., Bhopal hereinafter referred to as “BHEL Bhopal” invites tender for “REPAIRING/REWINDING & RECONDITIONING OF FAILED/DAMAGED 2500 KVA, 11/1-6.6 KV TRANSFORMER” lying EMT, Township, BHEL Bhopal.
2. The bidders are requested to go through the Eligibility Criteria & Evaluation Methodology contained in Annexure-II, General Terms & Conditions of purchase contained in Annexure-III and Special terms & conditions contained in Annexure-IV except as modified/laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted.

Bidders are requested to ensure that all such schedules, are submitted along with their offer. ***The bidders should note that in absence of any of the schedules, as required in the tender, their offer shall be liable for rejection.***

3. VALIDITY OF BIDS: -

Offers should be kept open for acceptance for at least 90 days from the date of opening. Those who do not agree for a validity of 90 days will do so at their own risk and no request for extending the validity is likely to be made from this office.

4. **Tender Fee:** Cost of tender documents is Rs. 500/- (Rupees Five Hundred only) excluding GST, which is non-refundable. Party shall pay applicable GST on tender fee along with tender fee. The tender fee can be paid in electronic mode only a receipt of which has to be produced at the time of receiving tender documents from the office of Dy. Mgr. (ELX), BHEL Bhopal.

Online payment route :- Go to SBI Collect--→(Madhya Pradesh) State & Industry(type of Corporation/institutions)--→ Bharat Heavy Electricals Limited ---→ Tender Cost

5. EARNEST MONEY: -

- i) The Earnest Money deposit of Rs. 8900 / - (Rupees Eight Thousand Nine Hundred only) in electronic mode or in the form of FDR issued by Schedule bank/Public Financial Institution. On acceptance of tender, this earnest money shall be treated as part of security deposit. EMD can also be accepted in the form of FDR issued by Scheduled Bank/Public Financial Institutions as defined in the Companies Act (FDR Should be in the name of the contractor, a/c BHEL).
- ii) The tenderer may also deposit one time EMD as Rs.5,00,000/- for exemption from payment of EMD with each tender after taking permission from AGM (ELX & EMX-CNC).

Online payment route :- Go to SBI Collect--→(Madhya Pradesh) State & Industry(type of Corporation/institutions)--→ Bharat Heavy Electricals Limited ---→ Earnest Money deposit

6. **Exemption: -** MSME will get 100 % exemption w.r.t. submission Tender Cost, EMD deposit and other guidelines issued by GOI for MSME registered in Service Category. However, MSME should comply the technical PQC

7. FORFEITURE OF EARNEST MONEY DEPOSIT: -

The EMD may be forfeited: -

- a) If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder;
- b) If a bidder modifies its bid in any manner after its opening but before the validity of the bid expires;
- c) If a bidder does not accept the arithmetical corrections of its bid price;
- d) In the case of successful bidder, if the bidder fails to furnish the Performance Security within the prescribed time.
- e) In case, the bidder withdraws his offer during the validity period, after placement of order, the EMD shall be forfeited.

8. RETURN OF EARNEST MONEY TO BIDDERS: -

- a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.
- b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of Security Deposit.

9. SUBMISSION OF BID- BIDDERS SHALL SUBMIT THE TENDER ONLY IN FOLLOWING TWO PRESCRIBED PARTS: -

- a. Part-I (Envelop-I)- The bidders shall be required to enclose following documents duly sealed & signed in the envelop-1 which shall form Techno commercial bid.
 - i. Schedule A –Price schedule cum Bill of Quantity (To be submitted unpriced).
 - ii. Schedule-B- General Information of Bidder.
 - iii. Schedule-C- Commercial Information of Bidder.
 - iv. Schedule D - Checklist.
 - v. The firms/units registered under Udhog Adhar/DIS/MSME/NSIC shall attach the copy of documentary evidence in support of this.
 - vi. The bidder shall enclose a copy of EMD deposit receipt as specified in clause-5, Annexure- 1 of the tender. If bidder is MSME, party shall submit the copy of Udyam registration copy.
 - vii. Tender Cost

In case of error-ness/non-submission/missing of any of the above documents, BHEL will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. BHEL may however ask the bidder for a clarification of its bid.

- b. Part-II (Envelop- 2) the bidder shall quote their rates only in the BOQ and shall be kept in envelop-II Schedule-A.

10. DATE AND TIME OF OPENING OF BIDS –CHANGES: -

Tender shall be opened on the due date and time as notified in the press. If the due date of opening/submission of tender documents are declared a holiday by the Central/State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given.

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the BHEL, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

11. OPENING OF COMMERCIAL AND TECHNICAL BID: -

The first envelope of Earnest Money Deposit shall be opened on the due date and time, as notified in the tender. In case the EMD compliances are not met, the techno-commercial bid of such bidders shall not be opened and their offer shall be rejected.

12. REQUIREMENT FOR OPENING OF PRICE BIDS: -

After opening of first part (i.e. Part-I), the deviations from the Company's terms & conditions, if any, proposed by the tenderer in regard to Technical Bid, as per prescribed schedules given along with the tender documents, shall be notified and clarifications as may be required by Company, shall be submitted by the tenderers either at the time of scrutiny of tender or within the time prescribed. After opening of Part-I Techno-commercial bid scrutiny will be done. In case of error-ness/ non-submission/ missing of any of the above documents, BHEL will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. BHEL may however ask the bidder for a clarification of its bid.

The Price Bids of such offers shall be opened who have: -

- i. Accepted all Commercial terms & conditions and Technical Specifications.
- ii. Qualified the basic qualification of the bidder, financial, supply/repairing capacity and satisfactory Performance criteria.

13. UNSATISFACTORY PERFORMANCE: -

Even on fulfillment of all the criteria it may please be noted that: -

- i. Offers of those bidders whose work have been terminated or who have been debarred for future business with BHEL, may be summarily rejected.
- ii. In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of BHEL, they shall not be considered for opening of price bid. Some of the attributes to the poor performance of a bidder are as follows: -

14. AMENDMENT IN SPECIFICATIONS: -

BHEL may revise or amend the specification and drawing, prior to the date notified for opening of Technical Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents as Amendment/ Addendum to the invitation of tender.

15. Discrepancies in Words & Figures (Of quoted rate): -

(a) If, in the price structure quoted for the required goods/ 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.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) 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 (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to 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.

16. LUMPSUM BASED BIDS: -

The L1 price shall be decided based on the lump sum value of the offer instead of individual item rates.

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

17. ALTERATIONS/Overwriting/CORRECTIONS IN BIDS: -

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained. Bid should be free from correction, overwriting, using correction fluid, etc. Any interlineation, cutting, eraser or overwriting shall be valid only if they are attested under full signature of person signing the bid else bid shall be liable for rejection. All entries in the tender shall either be typed or be written in ink.

INCOMPLETE BIDS: -

Tender which is incomplete or obscure is liable for rejection.

18. AMBIGUITIES IN CONDITIONS OF BIDS: -

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the BHEL shall be taken without any reference to the tender.

19. LANGUAGE OF BIDS: -

All tenders should be made in English only.

20. CANVASSING OF BIDS: -

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the BHEL's personnel or Representative, on matters relating to tender under process.

21. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF: -

BHEL reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. BHEL in this regard shall not entertain any correspondence.

22. DEVIATIONS FROM TERMS & CONDITIONS: -

Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected out rightly.

23. PAST EXPERIENCE: -

Tenderers are required to furnish a proof of having experience in execution of similar work. In this regard Tenderers have to submit a copy of a Work order/completion certificate or such documents for similar work, successfully executed in the last 7 financial years from date of opening of bid.

24. The Purchaser reserves the right to accept/reject wholly and partly any tender without assigning any reason, whatsoever. No correspondence in this regard shall be entertained by the Purchaser.

25. Risk & Cost Option: -

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.

26. Related Party Clause: -

The party submitting the bid shall give the information in case of related party transaction, which means if a Director or Key Management Person (KMP) of the BHEL or their relative hold position in the bidder's company shall give the information.

27. Make in India: -

Bidder shall provide an undertaking mentioning: - "Services offered by me/us meets the local content requirement for 'Class-I Local Supplier' with local content equal to or more than 50%."

28. Short Closure: - "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."

Engineers In charge
BHEL Bhopal

ANNEXURE-II
ELIGIBILITY CRITERIA & EVALUATION METHODOLOGY &
Compensation

1. ELIGIBILITY CRITERIA: -

A. TECHNICAL CRITERIA-

Tenderers are required to fulfill any of the following criteria: -

- (a) bidder who have supplied new/repared 2500 KVA, 11 KV/0.4 to 6.6 KV or higher capacity Transformer against earlier tenders executed in the last 7 years from tender opening date.

Documentary proof for the above has to be invariably attached with the offer failing which the offer shall be summarily rejected. The bidder shall submit relevant documents such as copies of work order(s) and work completion/experience certificate (s) in support of his experience along with the technical bid.

- (b) Experience of having successfully completed similar works during the last seven years ending last day of the month previous to the one in which tender shall be opened: -

Three similar completed works costing not less than the amount Rs **178000** /-

OR

Two similar completed works costing not less than the amount Rs **222500** /-

OR

One similar completed works costing not less than the amount Rs **356000** /-

2. CONFLICT OF INTEREST: -

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. BHEL considers a conflict of interest to be a situation in which a party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considering to be in a conflict of interest with one or more parties if including but not limited to: -

- i. Have controlling shareholders as his/her family members viz spouse, son, daughter, father, mother or brother in common or
- ii. Have a relationship with each other, directly or through common third parties that puts them in as position to have access to information about or influence on the bid of another bidder.
- iii. Has a close business or family relationship (Spouse, Son, Daughter, Father, Mother or brother) with a professional staff of the employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the tender documents or specifications of the contract, and/or the tender evaluation process; or (ii) would be involved in the implementation or supervision of such contract.

3. PRICES: -

The tenderers are required to quote their price in the Price Schedule- (A). The price of item shall include assessment and estimation, labour and all other charges involved in repairs, testing, handling, loading, unloading, storage, marking and giving safe delivery of the transformers LEM Test Plant, Block 2 BHEL Bhopal.

4. **COMPUTATION OF L-1 RATES:-**

L-1 price shall be decided based on the lump sum price quoted by the tenderer in the Schedule-A. The award of Work Order shall not be split based on lowest rates against individual items of the Schedule-A.

In case of course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

5. Compensation: - **GUIDELINES FOR SETTLEMENT OF CLAIMS FOR COMPENSATION ON ACCIDENTS APPLICABLE TO BHARAT HEAVY ELECTRICALS LIMITED**

COMPENSATION IN CASE OF DEATH/PERMANENT INCAPACITATION 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, repair 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(I) of the Employee's Compensation Act, 1923.

NOTE: This clause shall be applicable in a contract having contract value of Rs 5.00 Lakh or above.

6. **Arbitration and law:**

Except where otherwise provided for the contract, all questions and disputes relating to the meaning of the specifications design, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works or the execution or failure to execute the same whether arising during progress of the work after the completion or abandonment there of shall be referred to the sole arbitration of the General Manager of BHEL and if the General Manager, is unable or unwilling to act, to the sole arbitration, of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract related and that in the course of his duties, as such had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such General Manager as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all case where the amount of the claim in dispute is Rs. 50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reason for the award. Subject as aforesaid the provision of the arbitration Act, 1940 or any statutory modification reconditioning or reenactment thereof and the rules made there under, and for the time being in forces shall apply to the arbitration proceeding under this clause.

It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The arbitrator(s) may from time-to-time with consent of the parties enlarge the time for making and publishing the award.

The arbitrator shall be deemed have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing. The arbitrators shall give a separate award in respect of each dispute or difference referred to them. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitration shall be final, conclusive and binding all parties to this contract.

7(i) **Conciliation: -**

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.

**Engineer In charge
BHEL Bhopal**

General Terms & Conditions . (Annexure-III)

(Transit, Inspections & Testing)

1. TRANSIT RISK:-

- (i) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. BHEL shall, in any case, not bear the transit risks/transit insurance charges.
- (ii) Transit damages/ shortages/ losses shall be reported by the consignees within 10 days from the receipt of the consignments. Such damages/shortages/losses shall be repaired/ replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without wait for his settlement from carrier or Insurance Purchaser etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material/ expenses of repairs either from the supplier's balance bills or from the security deposit as deemed fit.
- (iii) While the necessary assistance shall be rendered by the BHEL in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/ losses/ damages, without any extra cost and without waiting for the settlement of the claim.

(iv) REPLACEMENT OF GOODS LOST/ BROKEN OR DAMAGED INCLUDING LOSS DUE TO FIRE: -

Notwithstanding anything here-in contained, the supplier shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to/ received by the Purchaser at its stores or other places of final destination.

For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the suppliers/ carrier with all necessary documents for settlements of the same with the carriers at supplier's end.

2. MODE OF DISPATCH:-

The bidder should clearly indicate mode of dispatch for the material. In case of dispatch through road transport, the material should be dispatched through bank approved road transporter on door delivery basis only.

3. INSPECTION AND TEST CERTIFICATE:-

- (i) Intimation about the date, by which material shall be ready for inspection, indicating quantity, be given to the Order Placing Authority, by the supplier, so as to reach him sufficiently in advance, failing which, the suppliers shall be responsible for delay in delivery on account of inspection. On receipt of such intimation, the material shall be inspected normally within 5 days.
- (ii) The supplier shall not dispatch the material unless specific dispatch instructions are issued by the BHEL deputed authorized officer.
- (iii) In case the officer deputed for inspection does not find the offered lot ready at the Firm's works BHEL shall reserve the right to recover from the supplier, such charges as might have been incurred in arranging such inspection. These charges have been specified in clause 5 "Fake inspection call".

4. RIGHT TO CARRYOUT THE INSPECTION DURING REPAIRING:-

BHEL, at its option, will inspect the material on order during its process of repairing including the inspection of raw material and will request the supplier to carry out such tests as may be necessary to ensure proper quality check. Samples of components of the material shall be subjected to quality check by the inspecting officer during repairing. In the event of stage inspection, if any discrepancy is noticed, the supplier shall be given immediate notice to suspend further repairing until corrective measures are taken and the process cleared.

5. **FAKE INSPECTION CALL:-**

All such firms, who after giving inspection call, do not offer materials to Inspecting Officer for inspection due to one or the other reasons, shall be required to remit a sum of Rs. 20,000/- per officer. In case of fake call for second time, the firm shall be required to remit a sum of Rs. 50,000/- per officer.

Moreover, in case of more than 2 fake inspection calls throughout the contract, the BHEL shall cancel the rate contract.

6. **FORCE MAJEURE:-**

Force majeure condition is herein defined as:-

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.

7. **FALSE/WRONG INFORMATION/DOCUMENT SUBMITTED BY BIDDER: -**

In case, at any stage, if any information/document as submitted by bidder/Supplier is found false/ forged or incorrect, the purchaser shall be free to take any punitive / legal action against the bidder/supplier (s) which may include debarring from the future business with BHEL

8. **JURISDICTION: -**

Any dispute or difference, arising under, out of, or in connection with this tender/ Purchase order shall be subject to exclusive jurisdiction of competent court at Bhopal only.

9. **CORRESPONDENCE: -**

Copies of all important correspondence on subject should be sent to Dy. Mgr. (ELX), BHEL Bhopal.

Address: Piplani, BHEL Bhopal 462022

contact No :- 0755-250-3832, email :- jayanthirwane@bhel.in

10. **POOL RATES: -**

The tenderers are advised to quote their own individual rates. It may please be noted that if more than one tenderer quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Company.

11. **DEBARRING/BLACKLISTING OF FIRMS: -**

That in the event of violation of any of the terms and condition of this tender or the terms and conditions of the subsequent supply order/ work contract so issued, either partly or completely, then in such event the BHEL. reserves every right to take penal actions which may inter alia include terminator the contract and/or blacklisting and debarring the tenderer from participating in future tender/tenders for stated number/numbers of year along with the other penalties as stated in the tender document. Before debarring/ blacklisting or contract termination, the concerned firm would be first served a notice to the effect, so that it gets an opportunity to represent its point of view.

12. COMPLETENESS OF EQUIPMENTS: -

The equipment/material shall be completed in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the purchaser's specifications or the tenderer's offers. The supplier shall not be eligible for any extra price in respect of such minor fitting and accessories which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer.

13. TESTING FACILITY & TESTS TO BE CONDUCTED: -

The tenderer should give the details of Tests proposed to be conducted in their labs in the event of order, with details of Indian Standard Specifications/codes.

14. TYPE TEST CERTIFICATES: -

Wherever applicable or called for photocopies of type test certificates from the Govt. Standard Test Laboratories in India or from Laboratories of International repute duly attested by "Competent Testing Authority" should be submitted.

Type test reports/ certificates for the tests conducted as per applicable IS on the tendered item/ material shall not be older than 7 years on the date of opening of technical/commercial bid.

15. DESIGN AND INTER-CHANGE ABILITY: -

All similar material and removable parts of similar equipment's shall be uniform and interchangeable with each other.

16. CANCELLATION/TERMINATION OF ORDER: -

The Purchaser may upon written notice of default, terminate/cancel the purchase order in whole or for a part quantity with recovery of liquidate damages at the rate of 10% of ex-works price(s) of stores not delivered by them or liability on account of risk and cost, whichever is higher in the circumstances detailed hereunder: -

16.1 If in the opinion of the BHEL, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Purchaser.

16.2 If in the opinion of the BHEL, the supplier fails to comply with any of the other provisions of this order or material is found not in accordance with prescribed specifications and or the approved samples.

16.3 If in the opinion of the BHEL, the supplier fails to take urgent steps towards corrective measures as indicated/intimated to them as a result of stage inspection.

16.4 In pursuance to clause no. i, ii & iii Above, Purchaser may debar the supplier for further business with Purchaser for a declared period on breach of the Purchase Order.

16.5 Notwithstanding that the powers under clause 16.4 referred to above, are in addition to the rights and remedy available to the Purchaser under the general law of India relating to Contract.

16.6 In the event, Purchaser does not terminate the order, the supplier shall continue execution of this order, in which case he shall be liable to the Purchaser for liquidated damages for the delay as per applicable clause until supplies are accepted.

17. RANDOM TESTING: -

Inspection of material before dispatch or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the specification. The Company shall have option to test the samples selected at random from the supplies affected and subject it to routine/ type test as per relevant IS and Technical specifications.

In case, the samples fail to withstand the required test, the entire lot will be liable to be rejected (i.e. unused material so supplied) and the supplier will have to refund the amount paid, including all taxes and duties, as well as the test charges thereof, after inspection. Such quantities or rejected material as identified, shall be removed by the supplier and replaced in full at his own cost. Company will not be responsible for levy of taxes on such rejected material and deduction shall be in totality.

[Type here]

In case of random checking of the supplies, if any deviation is noticed, a notice shall be given to the supplier, who shall arrange to depute his representative within 7 days for joint inspection. If during joint inspection any deviation is observed and material supplied is found not conforming to standards laid down in the relevant IS, the Company reserves the right to impose any appropriate penalty for full quantity of material supplied against the order. The decision of the BHEL in this respect shall be final and binding on the supplier.

Engineer In-charge
BHEL Bhopal

ANNEXURE-IV

SPECIAL TERMS AND CONDITIONS

(Delivery, Inspection, Payment, Penalty, Security Deposit & Compliances)

(i) DELIVERY:-

The transformers shall be delivered within 30 Days from the start date of work order.

The date of offer of repaired transformers for inspection along with routine test certificates for final inspection to concerned BHEL officer shall be deemed to be the date of delivery for the purpose of penalty towards delay in supplies, provided time slot as mentioned in **Clause-5** is maintained.

(ii) INSPECTION & TESTING:-

The firm shall give 5 days' notice to the office of DGM (ELX & EMT), BHEL Bhopal, for the material being ready to dispatch so that inspecting officer may be deputed for inspection and testing.

In addition to the above tests, the Company reserves the right of carrying out at sites such tests as may be decided upon. Such additional tests will be carried out at the Firm's expenses.

The firm shall record the following certificates on the invoice/packing list (Challan) as the case may be:

"It is to certify that consignment (lot) of repaired transformer sent, has been inspected and tested by a representative of the Company. The test results must be within the values specified in the relevant ISS/Contract as per true copy of approved test results enclosed."

(iii) DEVIATION FROM SPECIFICATION:-

- i) Should the repairer desire to depart in any respect from the provisions of this specification either on account of manufacturing practice or any other reason, he must specifically bring the matter to the notice of this office. The repairer must explain in detail each and every departure he proposes to make from the specification. Manufacturer's standard specifications, for the plant or component parts of the plant may be submitted but all discrepancies must be clearly intimated and approval in writing shall be obtained for such deviations from DGM (EMT & ELX) BHEL Bhopal.
- ii) All deviations shall be subjected to the approval of the BHEL otherwise the provisions of this specification shall prevail.

(iv) PERFORMANCE GUARANTEE:-

- i) The performance guarantee period of repaired units shall be 6 months from the date of commissioning of the transformer by the purchaser at BHEL Bhopal. If transformer once failed within guarantee period, the repair of transformer shall be free of charges & be guarantee for un-expired guarantee period left as on the date of failure of the unit, whichever is later.
- ii) The said transformers, if required to be repaired, shall be collected by the supplier/firm from BHEL Bhopal, at their own cost and at their own responsibility. The transformer will like-wise be returned duly repaired and tested subsequently by the supplier to BHEL Bhopal on freight paid basis at their cost in a reasonable time of 45 days from the date of intimation by BHEL.
- iii) The outage period i.e. period from the date of failure till transformer is repaired, shall not be counted for arriving at the guarantee period. The period of failure and repairs, thus, shall be excluded from the guaranteed service.
- iv) In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken against them.

(v) PENALTY:-

5.1 For delay in completion in repairs, within the time slot as mentioned in Clause-1 above, penalty @ ½ % (half percent) per week subject to maximum of 10% value of repair cost of transformer will be levied.

5.2 In case transformer repaired by firm become defective/fails within guarantee period and repair

of transformer in delayed beyond 45 days, the penalty @ half percent per week subject to maximum of 5% shall be payable on the repair cost of the transformer under repair. In case repair is delayed beyond 4 months, the entire repair cost of the transformer may be recovered from the pending bills of the firm. In case firm repairs and return defective /failed transformers after 4 months, cost deducted towards non-repair of transformers after imposing maximum penalty of 5% (as firm has fails to repair transformer within stipulated period) may be released.

5.3 Timely repair of transformer shall be the essence of the contract & in case of delay, the Company may at its option:

5.3.1 Either recover penalty at the rate mentioned above.

Or

5.3.2 Divert whole or part of the contract for repair work to other agency at the risk of repairing agency, in which case all charges/costs involved for diversion of transformer to other agency of repairs shall be recoverable from you.

Or

5.3.3 Cancel the contract.

5.4 GST on penalty shall be extra.

(vi) **SECURITY DEPOSIT: -**

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

- a) 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.
- b) Modes of deposit:
The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:
 - i) In Electronic mode
 - 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)
- c) Security Deposit shall be released to the Contractor upon fulfillment of contractual obligations as per terms of the contract.
- d) The Security Deposit shall not carry any interest.

The firm shall not be allowed to commence the work of repairs till such time they deposit security as detailed above. After acceptance of security deposit by the office of the DGM (ELX & EMT) BHEL, Bhopal, allotment of defective transformer for repairs shall be made by them.

Interest on delayed payment of /Performance Security deposit: - “Bidder agrees to submit performance security required for execution of contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI+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 defines in NIT/contract, from the bills along with due interest

(vii) Payment terms: -

1. The payment will be made after receipt of repaired transformer and raising the final Bill.
2. Payment shall be made on actual quantity of executed work as per Schedule-A.
3. In case of micro & small Enterprises, medium Enterprises and Non MSMEs payment will be made within 45day, 60 days and 90 days respectively from the date of submission of bills by the contractor, meeting all formalities and duly verified by Engineer In Charge.
4. Payment will be made through NEFT/RTGS Only. The Bank Account No along with details of bank, IFSC Code, MICR Number etc. shall be mentioned by the firm along with the bill for making the payment through NEFT/RTGS.
5. Any disallowance of tax credit will be recovered with interest from contractor's bill if disallowance is attributed to them.
6. Price will be firm throughout the contract

GST portion of the invoice shall be released only upon.

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon: -**

- 3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
- 3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
- 3.3 Receipt of goods/services and Tax Invoice by BHEL and
- 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal
- 3.5 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.

4. 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.
5. **Reverse Charge under GST**

5A. 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.

5B. 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.

Tax Deduction at source

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

(viii) TRANSFORMER OIL: -

The transformer oil will normally be drained out at BHEL Bhopal before handing over to repairer. However, if handed over without draining out, transformer oil drained out of the damaged sealed transformers whether useable or not shall have to be retained by the supplier at the rate quoted in Schedule-A. All the repaired transformers shall be filled fresh transformer oil to be provided by the BHEL. However, during the course of testing of transformer, the transformer oil of prescribed IS shall be provided by the supplier, sample of which may be collected by BHEL and sent for in-house testing. If the transformer oil used at the time of testing is found in non-compliance of relevant IS, the testing shall be deemed void and supplier may be charged for the expenses involved in arranging inspection by BHEL Bhopal.

Once the transformers are tested ok and given pre-dispatch clearance by BHEL representative, the supplier may drain out the oil and dispatch the transformer without oil.

(ix) TRANSPORTATION: -

The firm shall make their own arrangement for transportation of damaged transformer from the BHEL Bhopal to their works and back as a rate quoted in the Schedule-A.

Please note that necessary transit insurance of transformer for safe transportation from our Area Store to your works and back, shall be arranged by the firm at their cost.

(x) SALVAGE: -

The salvage of damaged parts such as, leg coils, brass, transformer oil shall be retained by the firm at the rates quoted in Schedule-A.

(xi) MATERIALS: -

All materials used in the repair of transformers shall be of the best quality of its kind obtainable and except where modified by this specification, shall comply in all respect with the standard laid down by Indian Standards.

(xii) DISPATCH INTIMATION: -

The Firm shall be required to send intimation through E-mail to the DGM (EMT & ELX) BHEL Bhopal, of the place where factory is situated when transformer is ready for dispatch after repairs and testing. This intimation will also contain information regarding the amount of the bill.

(xiii) RESPONSIBILITY FOR SAFE CUSTODY OF TRANSFORMERS DURING THE REPAIR PERIOD: -

The Firm shall be entirely responsible for safe custody of transformers from the day the transformers are issued by the consignee officers and up to the time of delivery at Area Stores. In case of any loss, cost shall be deposited by repairer or recovered from BG/SD.

(xiv) INTERCHANGE ABILITY: -

All parts shall be made accurately to standard specification as far as possible so as to facilitate replacement and repair. All corresponding parts of similar make, type and capacity of transformers including the spare parts shall be interchangeable.

(xv) Bonus Payments: - Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, will be the sole responsibility of the contractor.

(xvi) Compliances to Industrial/Labour Laws/Govt Laws :- Contractor shall fully comply provisions of the following enactments 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

M.P. Industrial Relations Act 1960. Factory Act 1948

Maternity Benefit Act 1961 Equal Emolument Act 1976

M.P. Shram Kalyan Nidhi Adhiniyam 1982 Payment of Bonus Act 1963

Payment of Gratuity Act 1971 Inter State Migrant Act

- (xvii) **ORC (Over Run Compensation)** :- While every endeavor will be made by BHEL but, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The contractor will not be entitled to any compensation/extra payment/overrun on this account.

(xviii) BHEL TERMS & CONDITIONS HEALTH, SAFETY & ENVIRONMENT

1. SAFETY:

- i) No workman shall be below the age of 18 years on the date of starting work in BHEL.
- ii) For any skilled / semi-skilled work, trade certificate such as ITI pass, Diploma, or degree shall be furnished.
- iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
- iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past, period (from and to date) shall be furnished at the time of quoting for the tender.
- v) Contractor shall submit proof of crane operator having undergone training for operating the crane.
- vi) For slingers employed by contractor, the minimum educational qualification shall be 10th pass.
- vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor's workmen are working without the required PPEs, BHEL reserves the right to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
- viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc. For other consumable nature of PPEs such as masks, ear-buds, muffs gloves, inspection at workplace, by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- ix) For such items as Safety shoes, Aprons, Uniform etc which are worn by the workmen on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
- xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

**Engineer In charge
BHEL Bhopal**

ANNEXURE-V

TECHNICAL SPECIFICATIONS FOR REPAIR/REWINDING AND RECONDITIONING OF 2500 KVA 11/1-6.6 KV COPPER WOUND SINGLE PHASE CORE FLUX TRANSFORMERS

1. SCOPE:-

This specification covers repair of 2500 KVA 11/1-6.6 KV COPPER WOUND TRANSFORMER lying EMT division, township, BHEL Bhopal.

2. REPAIR WORK:-

The repair work shall involve opening of transformer cover & OLTC, de-tanking of core and coil assembly cleaning, washing of dust and dirt from all parts including core, tanks, OLTC etc. Repairing & Reconditioning work of both the limbs, if required damaged core punching shall be changed with new core punching, re-insulation of primary as well as on secondary coil, change of complete insulation PCB blocks & sheet, followed by core and coil assembly, change of complete gasket & washer, Service of OLTC, after core and coil assembly connection shall be done to OLTC accordingly. general testing and Overvoltage and re-tanking after reassembly of all replaceable new parts after marking and painting etc. and making the transformer ready for the tests and testing for all the routine tests as per ISS: 2026 and IS:1180 (Part-1):2014 read with latest issue and amendment thereof, if applicable.

3. CORE LAMINATIONS:-

- a. After cleaning dust and dirt from the laminations, the core shall be rigidly, clamped and bolted to ensure adequate mechanical strength and to prevent vibration during operation. The bolts used in the assembly of the core shall be suitably insulated and clamping structure shall be so constructed so that eddy currents will be minimum.
- b. The core and coil shall be so fitted in the tank that shifting will not occur when the Transformer is moved or during the short circuit. The damaged/rusted/missing core is received by you the same shall not be repaired and shall be returned to concern A/s.

4. TOP COVER GASKET & BOLTS:-

- a. The Gasket provided in between Top Cover Plate and Tank shall be of suitable size thick Neoprene Rubberized Cork sheets confirming to IS: 4352 Part-II all the transformers.
- b. G.I. Nut Bolts shall be of appropriate size with one plain and one spring washer suitably spaced to press the cover plate.

5. FREQUENCY:-

The repaired transformers shall be suitable for continuous operation with a frequency variation of $\pm 3\%$ from normal frequency of 50 C/S without exceeding permissible temperature rise.

6. NO LOAD VOLTAGE:-

The no load voltage ratio of the repaired transformers shall be 11/6.6 KV after selection of tapping on OLTC subject to tolerance as per ISS.

7. HIGHEST SYSTEM VOLTAGE:-

The highest system voltage shall be as high as 12000 Volts. The repaired transformers shall be suitable for continuous operation with this voltage on the HV side.

8. TRANSFORMER OIL:-

The repaired transformers will be filled with fresh transformer oil type-II to be provided by the BHEL depending upon whether the repair work is carried out within Bhopal Municipal area. In case repair work is carried out outside Bhopal municipal area, supplier shall use its own transformer oil (compliant with prescribed IS) for all the purposes. Once Transformers are tested ok and given pre-dispatch clearance, supplier may drain out its oil and dispatch empty transformers to BHEL Bhopal.

9. INSPECTION & TESTING:-

9.1 **Stage inspection:** -BHEL Bhopal shall depute Officer for random checking of coils and core assembly of repaired transformers from time to time before tanking to check whether actual repairs are done as per specification and to examine the quality of raw materials used and the workmanship etc. The team for stage inspection will be deputed on receipt of information from the repairers regarding procurement of raw material required for repairs and during core coil assembly to the office of DGM (ELX & EMT), BHEL Bhopal in writing. After receipt of clearance of stage inspection, the firm will complete remaining work and conduct the routine tests. With copies of these routine test report, the firm shall report these transformers to the office of DGM (ELX & EMT), BHEL Bhopal) for pre-delivery final inspection.

9.2 Transformer shall be subjected to all the following routine tests as per IS:2026/1962 and amendment thereof including the following

- i) Measurement of winding resistance
- ii) Impedance voltage
- iii) Ratio, polarity & phase relationship
- iv) Load losses
- v) No load losses & no load current
- vi) Insulation resistance
- vii) Induced over voltage withstand
- viii) Separate source voltage withstands

9.3 BHEL Bhopal reserves to itself the right of having at Firm's expenses any test of reasonable nature carried out at the Firm's or sub-Firm's premises or at site in addition to the aforesaid tests and those included in the rate contract to satisfy itself that the spare parts supplied and repairs etc, carried out comply with the specifications. The firm shall be required to rectify the defects found in such tests at his own cost.

9.4 The firm shall send copies of test certificates to the concerned consignee.

9.5 The fresh transformer oil (filled) at the time of testing shall also be in accordance to EHV Gr.II specification and any amendment thereof.

9.6 The fresh transformer oil (filled) shall also have its dielectric strength in accordance with EHV Gr.II specification and any amendment thereof.

9.7 The voltage ratio shall be subjected to a tolerance of $\pm 3\%$.

9.8 After receipt of clearance of stage inspection by team of officer, DGM (ELX & EMT) BHEL Bhopal office, the repairer shall complete the repair work.

The firm shall give 5 days' notice to the office of DGM (ELX & EMT) BHEL Bhopal for material being ready for dispatch so that he may depute his representative for inspection and testing. After satisfactory inspection the test certificate shall be approved before dispatch of repaired transformers to DGM (ELX & EMT), BHEL Bhopal.

10. PAINTING:-

10.1 All metallic surfaces exposed to weather and requiring paint shall be given suitable primary coat and two coats of best paints of ISI marked.

18 INSPECTION:-

18.1 All the tests and inspection shall be conducted at the works of the manufacturers/repairers. Transformer shall be tested for all the routine tests after repairs in the presence of the representative of the ELX, BHEL Bhopal. All reasonable facilities shall be given by the manufacturers to the Inspecting Officer to facilitate inspection and testing.

18.2 BHEL Bhopal has the right to have the test carried out at Firm's expenses by an independent agency whenever there is any dispute regarding quality of repair and testing etc.

20. SEALING OF TOP COVER OF TRANSFORMER:-

Top cover and side walls of the transformer tank should be welded with "U" clamps on four corners and center of both length sides.

**Engineer In charge
BHEL Bhopal**

PART-2

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SCHEDULE – B
GENERAL INFORMATION

(TO BE KEPT IN THE ENVELOPE-I, (COMMERCIAL/TECHICAL BID)

- (i) Strike off, whichever is not applicable.
- (ii) Separate sheets should be used, wherever necessary.

Sl. No.	Particular	Reference/Unit	To be filled by Bidder
1.	Name & Address of the firm/Company etc	-----	
	(a) Bidder participating as (Regular/New) bidder	-----	
	(b) Registered office	-----	
	(c) Factory/ works address		
	(e) Telephone Nos.	Office ----- Works ---	
	(f) Fax Nos.	Office ----- Works ---	
	(g) Email		
	Confirm whether bidder is a Manufacturer/Repairer	Manufacturer/Repairer	

SCHEDULE –C

COMMERCIAL INFORMATION

(TO BE KEPT IN THE ENVELOPE -I, (COMMERCIAL/TECHICAL BID)”

- (i) Strike off, whichever is not applicable.
(ii) Separate sheets should be used, wherever necessary.

Sl. No.	Particular	Unit/Reference	To be filled by bidder
1.	I Earnest Money details		
	Ii (a) Amount of EMD	Rs.	
	(b) Particulars/details		
2.	Whether the offer is valid for 90 days from the date of opening of commercial / technical bid	Yes/ No (If no, state validity period).	
3.	State whether the quoted prices are Firm)	Yes/ No	
4.	Mode of dispatch	By Rail/By Road	
5.	PAYMENT TERMS		
	Whether Purchaser's terms of payment is acceptable to the bidder.	Yes/ No	
6.	DELIVERY PERIOD		
	Whether agreeable to Purchaser's Delivery Clause.	Yes/ No	
7.	PENALTY CLAUSE		
	Whether agreeable to Purchaser's penalty clause.	Yes/ No	
8.	GUARANTEE PERIOD		
	Whether agreeable to Purchaser's guarantee clause.	Yes/ No	
9.	PERFORMANCE SECURITY DEPOSIT		
	A Whether agreeable to furnish Security deposit as per tender terms & conditions.	Yes/No	
11.	Have you noted that you have quoted prices in the desired format	Yes/ No	

12.	Please confirm that the transformers repaired by you shall confirm exactly to our technical specifications.	Yes/ No	
13.	Please furnish information in respect of firm's Bank Account in support of payment term.		
	(i) Name of Bank and Branch address.		
	(ii) Firm's Bank Account Number.		
	(iii) IFSC code of the Branch for RTGS transfer.		
14.	Whether your firm is an individual / proprietorship / partnership / or any other type		
15.	Copy of GST Registration with Number		
16.	Indicate PAN No. (with copy)		

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SCHEDULE – D

CHECK LIST

(TO BE KEPT IN THE ENVELOPE-I, “COMMERCIAL/TECHNICAL BID”)

Sr.No.	Check List Item	Options	Answer
1.	Whether “Earnest Money Deposit” of specified amount is kept in a sealed Envelope-I.	Yes/No	
2	Whether all schedules except Schedule-I (Price bid) duly filled & signed with supporting document are enclosed in the envelope-I.	Yes/No	
3	Schedule I: Price bid is duly filled in and signed by the signatory authority and enclosed in envelope-II.	Yes/No	
4	Whether proof of experience is enclosed in the envelope-II	Yes/No	

SCHEDULE A

(TO BE KEPT IN THE ENVELOPE-II)

NAME OF WORK: REPAIR/REWINDING/RECONDITIONING OF 2500 KVA, 11/1-6.6 KV SINGLE PHASE TRANSFORMER

Sl. No.	Description of items	Unit	Qty.	Rate (In Rs.)	Amount (In Rs.)
1	Repairing/Rewinding/Recondition charges for 2500 KVA, 11/1-6.6 KV Copper wound transformer for both the limbs, Reinsulating on primary & secondary coil, Re-arrangement of core assembly, change of complete PVC block & sheet, core & coil assembly, change of complete gasket & washer, ovening & re-tanking, general testing, Transportation To & fro, painting of transformer	1 Set	1		
2	GST				
3	Grand Total				

Total Amount in Words:

NOTE:

1. The quoted rate will remain fixed for the entire period of contract.
2. Unit rate shall be inclusive of all P.F fund, ESI, Uniform shoes, Profit Margin, GST, Bonus.