



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL

TRANSFORMER SERVICES DEPARTMENT

Phone: +91-755-2503337, 2686 E-mail: txx.bpl@bhel.in

TENDER NOTICE NO. TXX/TN/2022-23/05

DATED: 20/07/2022

Sub.: Rate contract for hiring of tools and plants for E&C work of Transformer/Reactor of 400kV or above anywhere in India

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidders(s) does not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

Dear Sir(s),

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

- **DATE & TIME OF RECEIPT OF THE TENDER:** August 12, 2022 Till 11.00 Hrs.
- **DATE & TIME OF TENDER OPENING:** August 12, 2022 after 14.00 Hrs.
- **PLACE OF TENDER SUBMISSION:** "GREEN COLOURED WORKS CONTRACT TENDER BOX" placed in Tender Room, Administrative Building, Ground Floor, BHEL, Bhopal – 462 022.

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

1. PROJECT:

Customer sites across India.

2. DETAILS OF EQUIPMENTS:

Transformer or Reactors of 400kV Class or above

3. APPROXIMATE SHIPPING WEIGHT & DIMENSIONS OF MAJOR PARTS:

Sl. No.	Description	Transformer / Reactors (Indicative)
i	Shipping Weight transformer tank	150-250 Tons
ii	Weight of Accessories	45-75 Tons
iii	Quantity of oil (approx.)	40-105 KL
iv	Dimension of transformer tank (approx.)	L-6000-10000, W-4000-4500, H- 4000-4540 mm
v	Bushing Dimensions	L- 6200-8800 mm, Wt. 1500-2000 Kg

4. SCOPE OF WORK:

BHEL intends to enter into rate contract with two interested parties for the "Rate contract for hiring of tools and plants for E&C work of Transformer/Reactor of 400kV or above anywhere in India" in the ratio of 65:35 among L1 and L2 parties for the total quantum of work.

In case of splitting of contract value, the maximum distribution shall be restricted amongst (N-1) bidders.

The highest ratio of contract shall be awarded to L1 party. Rest of the distributions shall be made by offering the L1 rate to L2, L3 L4 and so on sequentially in the order of their evaluated position. If any ratio of distribution remains unallocated due to non-acceptance of rates by any of the parties then the same shall be offered and distributed amongst L1 and other parties who have accepted the L1 rates in their ratio of distribution with their consent. In case no party accepts the L1 rate the 100% allocation of work shall be offered to L1 party with their consent.

S No.	Description
1	Long Boom Crane suitable for Bushing Erection
2	High Vacuum Filter Machine of capacity 6000 LPH or more
3	Oil Storage tank of capacity 20 KL or more
4	Supply of N2 Cylinders
5	Fine filtration (NAS) & particle counting
6	Light crane 14T for material lift and carry
7	Dry air Generator of dew point (-60 degC or better)
8	Diesel Generator Set 125kVA (with diesel) for ICT
9	Diesel Generator Set 125kVA (with diesel) for Reactor

4.1 Mobilization of resources:

Contractor has to mobilize the required resources like supervisor, manpower and T&Ps with operator to within 7 days of intimation from BHEL. The loading / unloading of required T&Ps is under the scope of this Contract. The transportation between unloading point and respective Transformers / Reactors shall be under the scope of Contract.

4.2 Tools and plants for E&C of Transformer / Reactors

All the below mentioned T&Ps shall be supplied with operator, consumables and necessary spare part to cater for breakdown/emergency. The details of Tools and plants are mentioned as under :

4.2.1 Long boom mobile crane suitable for Bushing Erection

The long boom mobile crane is required to be suitable for bushing erection in transformers / reactors. The bushing to be installed will be of 400kV Class or above voltage class. The mobile crane must be operated on outriggers for greater stability while lifting Bushings for erection in Transformers / Reactors. All necessary arrangement like slings/belts of required length as per site condition for bushing erection shall be under the scope of Contractor.

4.2.2 High Vacuum Filter Machine of capacity 6000 LPH or more

High Vacuum Filter Machine of capacity 6000 LPH or more is required for removing moisture, dust, dirt, foreign particles etc. The filter m/c is to be used for oil filtration, hot oil circulation, shifting from storage tank etc. The filter m/c is required to be equipped with de-gasing chamber for vapor/moisture removal by vacuum treatment. The m/c shall have all the instrument devices for display of temperatures, vacuum gauges, oil flow rate at inlet and outlet. The filters/cartridges used in the m/c should be new and size shall be 5 micron or less.

The filter m/c shall be fitted with additional vacuum pump (or separately provided) required for vacuum of Transformer / Reactor during dryout cycles. In the event of in-built vacuum pump, m/c shall be capable of vacuuming the transformer / reactor simultaneously with carrying out oil filtration in

storage tank. Therefore, vacuum pump for vaccuming of transformer / reactors shall be capable of achieving minimum 1 torr or below. The root, rotary combination of vacuum pump shall be used for evacuation of transformers/reactor. Rotary oil sealed pump shall have min. normal pumping speed of 1500 Ltr/minute. Rotary type mechanical booster pump shall have normal pumping speed 500 cubic-mtr/hour.

All necessary arrangement like hose pipe of required length as per site condition for vacuum pulling shall be under the scope of Contractor. The BDV & moisture (PPM kit) shall be supplied with filter m/c and shall be under the scope of Contractor.

4.2.3 Oil Storage tank of capacity 20 kL or more

The size of oil storage tank shall be suitable for storing transformer oil of quantity 20kL or more in one storage tank. The storage tank shall be equipped with all the valves, breather, silica gel, oil level indicator etc. required for storing transformer oil. The storage tank shall be painted from inside and outside and should be cleaned / removing old oil/ flushing with new oil before use at site. All necessary arrangement like hose pipe of required length and attachments as per site condition shall be under the scope of Contractor.

4.2.4 Supply of N2 Cylinders

The nitrogen gas filled cylinders must have dew point -50degC or better and purity 99.999% or better. The cylinder gas pressure should have 180kg/sq-cm or more. Contractor has to produce the test report of each dry nitrogen cylinders. The dew point of each cylinder shall be tested at site and shall be

4.2.5 Fine filtration (NAS) & particle counting

Fine filtration (NAS) m/c shall be required to have multistage fine filters. The filter size must have 0.5micron or less for two stage or more. The oil flow rate must have 4kL or more. All necessary arrangement like hose pipe of required length, attachment as per site condition shall be under the scope of Contractor.

4.2.6 Light crane 14T for material lift and carry

Light crane 14T or more shall be required to lift and carry transformer accessories. The light crane should have tyre mounted and telescope boom. All necessary arrangement like slings/belts of required length as per site condition shall be under the scope of Contractor.

4.2.7 Dry air Generator dew point (-60degC or better)

Dry air generator shall be required to purge the dry air inside Transformer or Reactor. The dew point at m/c shall be minimum -60degC or better. Dew point meter to check the dew point time to time shall also be the part of supply.

4.2.8 Diesel Generator Set 125kVA (with diesel)

Diesel Generator (DG) Set minimum capacity 125kVA or more shall be required at site for vaccuuming of transformer for dryout, oil filtration work etc. The DG set shall be equipped with all the instrument devices including energy meter. The diesel required for daily running is under the scope of Contractor. All necessary arrangement like cables of required length as per site condition shall be under the scope of Contractor.

Note:

- All the above T&P shall include mandatory staff like operator, technician required for smooth and trouble free operation respective T&P at site and required consumables like filters, grease/oil, vacuum oil, slings, belts, cleaning items and spares etc.
- Item wise quantity and number of sites as given in Annexure-I may vary as per the requirement keeping total rate contract price un-changed.

5.0 FACILITIES AND OTHER REQUIREMENTS AT SITE:

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

- 5.1 Contractor shall appoint a well-qualified, knowledgeable and experienced Engineer/Supervisor to lead/guide E&C activities at site. While day to day management of the site and supervision of the works shall be the responsibility of Contractor's Engineer-In-charge/authorized representative, he will report to BHEL executive to assist him to discharge the overall responsibility of the execution of the project. He will have to regularly interact with BHEL and customer officials and appraise them on all aspects/developments at site.
- 5.2 The contractor will have to appraise BHEL officials on the progress of activities on site on daily basis and shall send the written progress report by email/fax to BHEL on weekly basis or as required by them.
- 5.3 Contractor is responsible to employ required number of skilled/semi-skilled and unskilled workmen as per site requirements to complete the entire project as per schedule.
- 5.4 **Contractor will have to ensure that the Health, Safety and Environment (HSE) requirements are clearly understood and faithfully implemented at all levels at site. They will have to ensure adequate safety precautions at site as per the various statutes and shall be entirely responsible for the complete safety of their workmen/employees at the site. Necessary Personal Protection Equipment's (PPE's) (such as Helmets, Goggles, safety Belts, Gloves, First aid box etc.) shall be provided to the worker/staff as per requirement during erection work.**
- 5.5 On award of contract, site documents as mentioned below shall be collected compiled, arranged by contractor from customer.
 - i) Particulars of each employee employed by Contractor before start of work.
 - ii) Lorry receipt certificate of equipment, accessories received at site.
 - iii) Material verification and material receipt certificate.
 - iv) Site opening certificate.
 - v) Completion certificate
 - vi) Intimation of insurance claim on account of transit damage or erection damage must be obtained from site duly signed by customer & contractors on behalf of BHEL.
 - vii) Site closing certificate.Further any other document required as per contract for installation services portion must also be obtained/ furnished to customer for fulfillment of contractual commitment.
- 5.6 All the instruments/equipment's required for erection, throughout E&C period shall be arranged by the contractor. All the instruments to be used shall be of reputed make and shall have valid calibration certificate.
- 5.7 Construction supply at one point will be provided by BHEL/Customer on free of cost basis. **However, the contractor will have to arrange for Energy meter and required cable to tap the power supply from the point/distribution board provided at site by customer. All further distribution point of utilization as required shall also be contractor's responsibility.**
- 5.8 In the event of halt in work for whatsoever reason, if the BHEL requires for demobilization of the T&P from the site and re-deployment as per requirement then Contractor has to do so after receipt of such information from BHEL in writing and hence, Contractor shall keep the provision for 1 (one) time mobilization and re-deployment in their scope for such contingencies
- 5.9 The Contractor will have to adhere and follow all the local rules and statutory requirements and as given in Annexure-IV, V, VI.

6.0 TERMS OF PAYMENT:

The payment shall be made to the contractor in lump sum amount after successful completion of all the activities as per the Scope of Work mentioned above. An activity completion certificate endorsed by BHEL person shall be required to be attached with the bill to be raised.

Sl.no.	Details of activities as per Scope of Work	Break-up of Price (in %)
6.1	After completion of respective activity as mentioned in Clause 4.0 of scope of work above	100

All the payment shall be made as per BHEL norms and is subject to deduction of Security Deposit and Income Tax at source as per the applicable rules. Security Deposit recovered shall only be refunded after 3 months of successful completion of contract. Security Deposit recovered shall only be refunded after 3 months of successful completion of contract. Payment shall be released normally, within 60 days after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.

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

- i) Wage sheet of manpower deployed.
- ii) Workmen insurance policy.
- iii) PF deposit challan.
- iv) Activity completion certificate endorsed by BHEL representative and duly filled check list of each stage (Check list will be issued at the time of work order).

All the payment shall be made as per BHEL norms and is subject to deduction of **Security Deposit** and **Income Tax** at source as per the applicable rules. **Security Deposit shall only be refunded after completion of three month of work (as mentioned in clause 7.0 below).**

7.0 SCHEDULE OF WORK (COMPLETION PERIOD):

- 7.1 The completion time shall be one year from the date of issue of rate contract. Subsequent to the issue of rate contract letter, the work order shall be issued for respective item (s) as per requirement at customer sites.
- 7.2 Contractor will have to mobilize resources to site within a week time after receipt of work order for respective item (s).
- 7.3 **PENALTY:** Penalty @ 0.5% per week subject to maximum of 10% of the contract price shall be levied for the delay / non-mobilization / breakdown of T&Ps at Contractor's part. **GST on penalty shall be charged in extra.**
- 7.4 BHEL reserve right to execute all activities mentioned in contract at **risk and cost** of contractor in case of non- mobilization during execution of E&C work at site. If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

9.0) MANDATORY REQUIREMENT FOR CONSIDERING THE OFFER:

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

QUALIFYING CRITERIA: Only those parties who fulfill the following eligibility criteria shall be considered for participating in the tender:

Average Annual Financial turnover of the firm for last 3 Financial years upto 31st March 2021 should be at least Rs. 7.54 Lakhs/-

Following Documentary proof must be submitted as proof of Average Annual Turnover.

- 1) 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. Auditor's seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.

2) In case of proprietorship and partnership where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN No, UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal 10.05 Lakhs.

OR

Two similar completed works costing not less than the amount Rs. 12.57 Lakhs.

OR

One similar completed work costing not less than the amount equal to Rs 20.11 Lakhs.

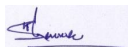
Similar works means supply of T&P 400kV or higher class Transformers/Reactors or erection of 400kV or higher class Transformers/Reactors. The parties will have to furnish documents (copy of WO/LOA and completion Certificate/MOM) in support of their firm meeting anyone of the above criteria.

- 9.2 Permanent Income tax account number (PAN) and GSTIN number.
- 9.3 Copy of Permanent Provident Account Number.
- 9.4 The contractor shall possess valid Electrical License of 400KV or above.
- 9.5 All the workmen deployed at site shall be covered under workmen compensation insurance. The insurance policy will have to be taken after award of work its copy shall be submitted on award of contract. An undertaking in this regards will have to be given along with the offer.
- 9.6 Documentary proof for depositing tender fees Rs 500/ by e-payment system as the procedure illustrated in clause 3.2 of annexure-III. GST on tender fee shall be extra.
- 9.7 Earnest Money Deposit as per Annexure-III/Clause 3.0
- 9.8 A "No Deviation Certificate" in the prescribed format as per Annexure-VII will have to be compulsorily attached with the offer.
- 9.9 Reverse Auction (RA) shall be conducted for this tender & it is mandatory to send the acceptance certificate for RA & detail required as per Annexure-IX.

The price schedule format, rates of extra activities, Terms and Conditions stipulating tendering procedure, EMD, Security Deposit, General Conditions of Contract, Special Conditions of Contract, Instructions to Contractor Code for Safety Management at Sites, Statutory Liabilities of the Contractor, No deviation format, Organizational information are enclosed in Annexure-I to IX. The tenderer is advised to study these annexures and put up signature with seal as acceptance of various clauses. In case of ambiguity in any clause, the order of precedence of these Annexures, unless specified in above mentioned clauses, will be as under :

Annexure-I Format for price schedule	: 1 st
Annexure-II Rates of Extra Activities	: 2 nd
Annexure-III Terms and Conditions	: 3 rd
Annexure-IV Instruction to Contractor	: 4 th
Annexure-V Code for Safety Management at Sites	: 5 th
Annexure-VI Statutory Liabilities of the Contractor	: 6 th
Annexure-VII Format for No Deviation certificate	: 7 th
Annexure-VIII Organizational Information	: 8 th
Annexure-IX Acceptance Certificate for Reverse Auction	: 9 th

Thanking You,
Yours Faithfully,
For and on behalf of BHEL Bhopal,



Harish Sharma
DGM-TXX

Enclosures: As above.

ANNEXURE-I**PRICE SCHEDULE****TENDER NOTICE NO. TXX/TN/2022-23/05****DATED: 20/07/2022**

Sl. No.	DETAIL OF WORK	Unit	Mobilization Charges (Lumpsum) Rs	UNIT RATE IN Rs.	No. of Sites (Nos)	QTY.	Total Quoted Price in Rs [D]x[F]+[E]X[G]
A	B	C	D	E	F	G	H
1.0	Rate contract for hiring of tools and plants for E&C work of Transformer/Reactor anywhere in India						
2.0	Long Boom Crane suitable for Bushing Erection	Rs/hour			3	15 Hours	
3.0	High Vacuum Filter Machine of capacity 6000 LPH or more	Rs/day			3	45 Days	
4.0	Oil Storage tank of capacity 20 KL or more	Rs/day			3	45 Days	
5.0	Supply of N2 Cylinders	Rs/Cylinder			3	100 Cylinders	
6.0	Fine filtration (NAS) & particle counting	Rs/Job			3	3 Jobs	
7.0	Light crane 14T for material lift and carry	Rs/day			3	45 Days	
8.0	Dry air Generator (dew point - 50 degC or better)	Rs/day			3	45 Days	
9.0	Diesel Generator Set 125kVA (with diesel) for Transformer	Rs/Job			3	3 Jobs	
10.0	Diesel Generator Set 125kVA (with diesel) for Reactor	Rs/Job			3	3 Jobs	
11.0	Total quoted price in figures (Exclusive of GST)						
	Total quoted price in words (Exclusive of GST)						

Note:

- 1) Applicable GST shall be paid extra. Any loss of tax credit due to the reason attributable to contractor shall be recovered from them along with interest.
- 2) The offers will be evaluated on the basis of total lump sum price quoted above in Row 11.0. The quoted rate shall remain firm throughout the contract period and no variation/escalation what so ever during the contract period shall be allowed and also in case of change in site location anywhere in India.
- 3) The unpriced Price Bid mentioning "Quoted" against above rates shall be submitted in the offer along with the signed copy of the NIT with all the Annexures.
- 4) 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 BHEL 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.
- 5) 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
- 6) 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 (4) & (5) above.

- 7) 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 BHEL, the bid is liable to be ignored.
- 8) Bid should be free from correction, overwriting, using corrective fluid etc. any interlineation, cutting or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid, else bid shall be liable for rejection.
- 9) All overwriting/ cutting etc. will be numbered by bid opening officials and announced during Bid opening. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders (party has to be submit revised discounted price bid in tender room box). 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.

(Signature & seal of Bidder)

ANNEXURE-II
RATES OF EXTRA ACTIVITIES

DELETED

ANNEXURE-III

TERMS AND CONDITIONS

TENDER NOTICE NO. TXX/TN/2022-23/05

DATED: 20/07/2022

1.0 DEFINITIONS:

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

- i) '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.
- ii) 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company providing the services and shall include their executors, administrators, successors and permitted assigns.
- iii) '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.

- iv) '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.
- v) '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.
- vi) 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL concerned authorities.
- vii) 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2.0 TENDERING PROCEDURE :

The tender shall be accepted and processed as follows:

Tender shall consist of the following:

2.1 PART –I:

- i) EMD of amount, equivalent to value as per Annexure-III/Clause No. 3.0 below, drawn in favor of **"Bharat Heavy Electricals Limited"** payable at **Bhopal** shall be enclosed. In the absence of submission of EMD, the offer will be summarily rejected.
- ii) Tender Fees of **Rs. 500/-** in favor of **"Bharat Heavy Electricals Limited"** shall be accepted through electronic-Mode only in favor of BHEL as detailed in Annexure-III/Clause 2.8 –below. In the absence of submission of same, the offer will be rejected. GST on tender fee shall be extra.
- iii) Techno-commercial offer comprising of:
 - a) Confirmation of Scope of Work, Supporting documents for qualification criteria and other clauses as applicable etc.

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

2.1 PART-II: (PRICE BID)

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

2.2 The Tender shall be addressed to the following:

To,

**THE TENDER ROOM ('GREEN COLOURED WORKS CONTRACT TENDER BOX')
ADMINISTRATIVE BUILDING, GROUND FLOOR,
BHARAT HEAVY ELECTRICALS LTD,
P.O. PIPLANI, BHOPAL (M.P.) Pin-462022.**

- 2.3** The tender shall be dropped in the above stipulated tender box positively **before 11.00 hrs on the due date (as mentioned above)**. It will be bidder's responsibility to ensure submission of tender in the designated "**Green Coloured Works Contract Tender Box**" before expiry of due date and time. Any tender which is received after **11.00 Hrs on the due date and subsequently** shall not be considered and will be returned to the sender. No explanation/ reasoning for late submission/receipt of tender will be entertained.
- 2.4** In case, Bidders wants to deputing their representative at BHEL Bhopal for dropping their offer in the tender box then bidder has to obtain security gate pass for reaching at tender box. In such case, bidders shall have to send personal details to BHEL at least one day in advance for obtaining security gate pass.
- 2.5** Bidders may note that the PART-I: (TECHNO-COMMERCIAL BID) of the tender shall be opened in tender room of BHEL Bhopal on tender due date after 14.00 hrs in presence of those tenderer's who choose to be present. PART-II (PRICE BID) of only those bidders whose offers will be techno-commercially short listed after scrutiny will be opened later.
- 2.6** The tenderer is advised to satisfy themselves for work environments & be acquainted with the actual working and other prevalent conditions regarding organizing resources to various sites across the country prior to submission of tender. No claim will be entertained later on grounds of lack of knowledge.
- 2.7** In case of any query/doubt on the tender specifications, bidder can contact the concerned authority for clarification before tender submission. No modification/ deviation w.r.t. any clause, terms & conditions etc shall be acceptable after opening of tender.
- 2.8** **Cost of the Tender documents is Rs. 500/- (Rupees Five Hundred only)**, shall be accepted through electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking/POS/SB Collect etc.) and following is the link for Bank details /Net Banking -SB Collect <https://www.bhelbpl.co.in/gcins/iccs.htm> (refer clause 3.2 – below for detail procedure of depositing Tender fee). Tender received without remittance of tender cost will not be considered & will be rejected. GST on tender fee shall be extra.

3.0 EARNEST MONEY DEPOSIT (EMD) :

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

3.1 Rates of EMD shall be as under :

3.1.1 For works / services : **Rs: 50,284/-**

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

3.2 MODES OF DEPOSIT :

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

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

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

3.3 FORFEITURE OF EMD:

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

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

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

3.4 EMD given by all unsuccessful tenderer shall be refunded normally within one month after award of work to the successful bidder.

3.5 EMD shall not carry any interest.

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

4.0 SECURITY DEPOSIT (SD) :

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

- 4.1** The total amount of Security Deposit will be 3% of the contract value. EMD of the successful Bidder shall be converted and adjusted towards the required Security Deposit.
- 4.2** Bidder has to submit performance security (SD) 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 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 from the bills along with due interest.

4.3 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) Electronic Fund Transfer in favour of BHEL (**For E-payment procedure refer clause 5.0**)

- ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee Format should have the approval of BHEL
- iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/c BHEL).
- iv) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of the Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable in favour of BHEL).

Note: Acceptance of Security Deposit against Sl. no. (iv) and (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

4.4 COLLECTION OF SECURITY:

- i) At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work and need to submit within one month from date of work order. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. Contractor to submit security required for execution of the contract within the time period mentioned. In case of delay in submission of security or enhanced security, then same will be recovered from contractor bill with interest (SBI rate + 6%) for the delayed period.
- ii) If the value of work order at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the contractor or recovered from payment/s due to the contractor.
- iii) The recoveries made from running bills (cash deductions towards SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- iv) EMD of the successful tenderer shall be converted and adjusted against the security Deposit
- v) Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of contract.
- vi) The Security deposit shall not carry any interest.

5.0 PROCEDURE OF DEPOSITING EMD/SD/TENDER FEE

EMD/SD/ Tender Fee will be accepted only in electronic Mode, which can be deposited on line through following link as mentioned below: <https://www.bhelbpl.co.in/qcins/iccs.htm>.

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

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

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

6.0 GENERAL CONDITIONS OF CONTRACT

- 6.1** Official Secret Act: The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.
- 6.2** Mode of Communications: Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within 3 days of the delivery, even if they have not received / not opened/ having any problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.
- 6.3** The tenderer has to confirm all clauses of as mentioned above, Deviations, if any, have to be recorded clearly, against the respective serial number. All the documents of the tender shall be signed by tenderer on every page and sent with the offer.
- 6.4** **Offers will be evaluated on the basis of total lump sum price at each site as per schedule of prices.** The break up of price (in percentage as mentioned in "Terms of payment") is for the purpose of payment after successful completion of each activity by the contractor.
- 6.5** All the quoted prices shall be **exclusive of GST** and any other taxes as may be applicable.
- 6.6** The offer should be valid for minimum of 90 days from the date of opening the bid.
- 6.7** The bidders shall be required to submit furnish their organizational information in the format attached herewith as Annexure-VIII.
- 6.8** If the tenderer attaches any other conditions in the offer, than due to its implications prices may be loaded to the quoted price during evaluation.
- 6.9** All tender papers dully filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the contract.
- 6.10** HSN code /SAC, rate of tax under GST and Applicable GST (IGST,CGST/SGST/UT/GST) and GSTIN shall be clearly mentioned by the bidder. Bidder has to give his undertaking that GST portion of the invoice shall be released only upon:
- a) All invoices raised by contractors /venders must be GST complaint Tax invoices as per GST invoices rules.
 - b) Contractor declaring such invoices in his GSTR-1 and
 - c) Receipt of good /services and tax invoices by BHEL and
 - d) Confirmation of payment of GST thereon by contractor on GSTN portal.
 - e) 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.
- 6.11** Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
- 6.12** Bidder has to ensure and to give an undertaking that in case tax credit is delayed/denied to BHEL due to non/delayed receipt of services /goods and /or tax invoices or expiry of the timeline prescribed in tax laws for availing such ITC or any other reasons not attributable to BHEL, tax amount shall be recoverable from contractor along with interest levied /leviable on BHEL.
- 6.13** Bidder has to give an undertaking that in case he delays in declaring such invoices in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law ,GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from contractor along with interest levied /leviable from BHEL. Hence payment of GST portion along with interest portion will be payable only after the last date/chance for availing ITC.
- 6.14** Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons / non deployment of mention machinery /T&Ps without assigning any explanation or notice to the Contractor.

Reserve Charge under GST

In respect of goods, reverse charge liability to pay GST shall arise at the earliest of the date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.

In respect of services, reverse charge liability shall arise at the earliest date of payment to service provider or 60 days from the date of issue of invoice by service provider.

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

- 6.15** Penalty /LD shall be charged as per the NIT condition. GST applicable on the same shall be charged extra.
- 6.16** All communications shall be made by/addressed to on behalf of BHEL by following officer or his authorized representatives. Any change will be informed time to time.
Dy.General Manager, Transformer Service Department, Bharat Heavy Electricals Ltd, P.O. Piplani, Bhopal (M.P.) Pin-462022, Telephone. : 0755-2503337,2686/2500485, Email : txx.bpl@bhel.in

7.0 SPECIAL CONDITIONS OF CONTRACT:

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

- 6.1** BHEL does not bind themselves to award the work to lowest tenderer or any other bidder. It will be it sole discretion to process or cancel the tender and no reason/explanation shall be given for their decision.
- 7.1** The tenderer should engage only those workers for the works, which are covered under their P.F. & E.S.I. Registration, Payment of premium for P.F., PAN No. & E.S.I. of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL.
- 7.2** The prices shall be firm and final and shall be quoted strictly in the price-bid format provided in the Annexure-I. Applicable Tax shall be paid extra against proof of their deposition in the accounts of government.
- 7.3** The Contractor shall follow all the statutory compliances and all the prevailing Industrial / Labour laws/ Govt. laws, statutory safety clauses as amended from time to time including as per Annexure-IV to VI.
- 7.4** If any urgent work (in respect whereof the decision of the BHEL shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.
- 7.5** The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the customer premises. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- 7.6** The Contractor shall not sublet, transfer or assign the whole or any part of the work under the Contract.
- 7.7** Over Run charges (ORC) is not applicable.
- 7.8** The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the Contractor. In case the Contractor does not carry out the Contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, it will be brought to HIS notice first to rectify the deficiency/ anomaly within (15) days failing which BHEL reserves the right to impose the penalty maximum 10% of the Contract price in the and/or terminate the Contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the Contract.
- 7.9** Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the Contract without assigning any reason thereof by giving 30 days' notice in writing to the Contractor.
- 7.10** The cancellation of Contract may be either for whole or part of the Contract at BHEL's option. In the event of termination of Contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the Contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the

Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

- 7.11** All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Hon'ble Court of Madhya Pradesh.
- 7.12** The firm will be required to sign a Contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.
- 7.13** The bidder will have to ensure before submission of his bids, that adequate manpower and resources are available at his disposal to be deployed at site in the above given time frame. The final work schedule may vary depending on the prevalent site conditions and customer requirements and may be revised for early completion of respective activities/readiness of charging during the course of execution. These revised targets shall be informed to Contractor by BHEL time to time. Accordingly, Contractor has to meet such targets set out by the customer/BHEL by augmenting their resources. The Contractor shall have to work in parallel at more than one Transformer/Reactor as may be required during execution of work to meet the targets for readiness of charging set out by the customer and informed by BHEL to Contractor time to time.
- 7.14** In the event of schedule is delayed for the reason beyond Contractor's control, the Contractor shall keep the provision for continuing the work upto one year beyond above completion period if so considered by BHEL for time extension of Contract Agreement. In such case, the rates as quoted in Price Schedule will be applicable for the extended period.
- 7.15** BHEL may also increase/decrease the quantity of equipment's/items included in the work content. Pro-rata rates shall be paid to the Contractor for the same.
- 7.16** Reverse Auction (RA) shall be conducted for this tender & it is mandatory to send the acceptance certificate for RA & detail required as per Annexure-IX. In case of non-acceptance for Reverse Auction by bidder then their offer shall not be considered & bid shall be return to party.
- 7.17 RIGHTS OF BHEL:**

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

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

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the Contractor.
- d) Assignment, transfer, subletting of the Contract work without BHEL's written permission.
- e) Non-fulfillment of any Contractual obligations or obligations under the law.
- f) **T&P mention in scope of work is not arrange by Contactor, then BHEL reserves right to arrange the T&P at risk & cost of contractor. Amount incurred in arrangement the T&P /facility at site shall be deducted with overhead charges (as per BHEL norms).**

7.18 FORCE MAJEURE:

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

ANNEXURE- IV
INSTRUCTIONS TO CONTRACTOR

TENDER NOTICE NO. TXX/TN/2022-23/05

DATED: 20/07/2022

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

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

Signature of Contractor

PAYMENT OF WAGES

- i) Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages and shall record under his signature at the end of entries in the Register of wages in the following form.

"Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time....."

- ii) In case Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the Contract can be utilized by BHEL to discharge the liability of the Contractor.

SAFETY AND DISCIPLINARY ACTION

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the Contractor failing which BHEL will provide safety equipment to such Contractor employees and cost of which including overheads as deemed fit shall be recovered from Contractor bills/dues. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, Contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.
4. The Contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the Contractor.
6. Contractor shall fully comply provisions of various applicable labour laws.

7. 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.

Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

Compensation in respect of each of the victims:

In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)

In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

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

COMPLIANCE OF STATUTORY PROVISIONS

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

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

STATUTORY INSTRUCTIONS TO CONTRACTOR

STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining:

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

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

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

ON COMPLETION OF WORK: Submission of PF & inspection report.

CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

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

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

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

ANNEXURE – V
CODE FOR SAFETY MANAGEMENT AT SITES

TENDER NOTICE NO. TXX/TN/2022-23/05

DATED: 20/07/2022

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

GUIDELINES FOR SAFE WORK PRACTICES

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

HOUSE KEEPING

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

ILLUMINATION

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

FIRE HAZARDS/ ACCIDENTS AND THEIR CONTROL

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

FIRST AID

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

ANNEXURE – VI

STATUTORY LIABILITIES OF THE CONTRACTOR

TENDER NOTICE NO. TXX/TN/2022-23/05

DATED: 20/07/2022

- 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, Se Tax Act and all other applicable Act etc shall be complied by the Contractor
- Contractor shall comply with all statutory requirement, rules, regulations & notification etc in relation to employees issued from time to time by the concerned authorities
- Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a minimum period of at least 3 years and should be made available even after the contract is over for any verification by statutory / BHEL authority
- Contractor to provide PF Pass Book to his employees ensure payment of PF, EDLI, pension dues under EPF and MP Act 1952 to the RPFC
- Contractor shall ensure payment of ESI contributions under ESI Act 1948, and provide ESI membership no. of each employee
- Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension, ESI contribution, administrative charges etc where ever applicable and shall maintain proper records
- Contractor shall furnish proper returns to the concerned statutory authorities
- Contractor shall be solely responsible for non-payment, delayed payment of wages, contribution under EPF & MP Act, ESI Act etc.
- In case the Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor
- Payment of bonus under Bonus Act, payment of gratuity under Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Contractor
- Over & above the daily wage rate, payment shall be made for leave with wages
- Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave & overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission
- In case a contractor employs women as employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc
- Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of the contract operating division & HR representative who shall record under his signature to the end of entries in the register of wages and give certificate to this effect which shall be enclosed with the bill for claiming payment
- In case the Contractor fails to make payment to his employees within the stipulated date / time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the Contractor shall replenish such an amount immediately
- Contractor shall indemnify BHEL against all claims and losses under various statues or any civil or criminal law in connection with the employees deployed by him
- The contractor shall issue all the necessary Personal Protective Equipment's (PPEs) to all his workmen involved in the job. The liability for any compensation on account of any injury sustained by an employee of the contractor shall be exclusively of the Contractor
- Contractor to obtain insurance cover for his employees / equipment, tools & tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees
- Contractor should have independent code numbers under EPF & MP Act 1952 and ESI Act 1948 GST and shall cover his employees under the said codes
- Contractor to obtain license under CL(R&A) Act 1970
- Adherence to all local, state and central legislation on safety measures as applicable to the work at site shall be ensured.
- This document may be treated as a part of the NITs and your acceptance of these requirements will be essential for qualifying to work as our sub-contractor.

ANNEXURE-VII
FORMAT FOR
“NO DEVIATION CERTIFICATE”

TENDER NOTICE NO. TXX/TN/2022-23/05

DATED: 20/07/2022

NO DEVIATION CERTIFICATE

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

Signed By :

Name : _____

Designation : _____

Organization : _____

Date & Place : _____

Phone/Fax/Email : _____

Stamp & Seal : _____

(Signature & seal of Bidder)

ANNEXURE-VIII**ORGANIZATIONAL INFORMATION****TENDER NOTICE NO. TXX/TN/2022-23/05****DATED: 20/07/2022**

Sl.	Description	Bidder's Information
1	Bidder's Name, Full Address / Pin Code	
2	Name(s) of Contact Person(s) Mobile No(s). of authorized signatory of bid document	
3	Tel. No. / Fax No./ e-mail	
4	Bid Ref. No. & Date	
5	Type of Company (Limited Company / Private Company / Co-Operative Society / Partnership Firm / Proprietorship)	
6	Year of establishment, Company Registration No. & date	
7	Director / Partner / Owner/ Proprietor Information	
8	Approved as erection Contractor for any other reputed Transformer Manufacturers in ABB / Siemens / Alstom / CGL / BHEL / NTPC / POWERGRID / Central / State Govt. Agency/PSU	
9	Income Tax PAN number	
10	GSTIN number	
11	PF Registration No.	
12	Electrical Contractor License No. & Validity	

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

Value addition for services

Sr No	Description	Remark
1	Percentage of Value addition in India.	
2	Place of Value addition in India.	

(Signature & seal of Bidder)

ACCEPTANCE CERTIFICATE FOR REVERSE AUCTION**TENDER NOTICE NO. TXX/TN/2022-23/05****DATED: 20/07/2022**

Sl.	Description	Bidder's Information
1	Name of bidder	
2	Full Postal address	
3	Fax	
4	Phone	
5	Email	
6	MSE Status	
7	PPP-MII status	
8.0	Contact Person detail of bidder	
8.a	Contact person name	
8.b	Phone	
8.c	Email	

I hereby certify that I have read the Reverse Auction guidelines as mentioned in clause 7.16 (Annexure - III) of tender and hereby give my acceptance to participate in Reverse Auction process during the Tender.

(Signature & seal of Bidder)