



## 7harat Heavy Electricals Limited

Site Office, 5X800 MW YADADRI TPS, BHEL PSSR  
DAMARACHARLA(M), NALGONDA (Dist), TELANGANA -508355

### SUB -NIT for 2 YEARS RATE CONTRACT FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR OPERATION AND ROUTINE MAINTENANCE OF BHEL OWNED LIFT-II

Ref no BHEL:PSSR: YTPS:SCT:2021:202110:64

DT 29/10/2021

### NOTICE INVITING TENDER

BHEL PSSR YADADRI SITE invites tenders in two-bid system (Technical bid & price bid - **thro' email**) for 2 YEARS RATE CONTRACT FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR OPERATION AND ROUTINE MAINTENANCE OF BHEL OWNED LIFT AT 5X800 MW YADADRI SITE

The Vendor will submit bids in two parts (first part- Techno-commercial & second part- Price Bid) . These should be sent to [tender.yadadri@bhel.in](mailto:tender.yadadri@bhel.in) .Price bid must be sent in pass word protected mode in PDF.

Tenders (Part-1) will be opened at 16:30 hrs on the due date.

The date & time to open the PRICE BID, shall be intimated to all the successful techno-commercially qualified bidders.

### **NAME OF WORK: 2 YEARS RATE CONTRACT FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR OPERATION AND ROUTINE MAINTENANCE OF BHEL OWNED LIFT -II**

| Tender Enquiry<br>No:                 | Tender<br>Enquiry<br>Date | Due Date and Time<br>for Submission of<br>Bid: | Due Date and Time<br>for Opening of Bid: |
|---------------------------------------|---------------------------|------------------------------------------------|------------------------------------------|
| BHEL:PSSR:<br>YTPS:SCT:2021:202110:64 | 29/10/2021                | Date: 16/11/2021<br>Time: Up to 03:00<br>hrs   | Date :16/11/2021<br>Time : At 16:30 hrs  |

Tenders are invited in **2 Part bids system thro' e-mail** for 2 YEARS RATE CONTRACT FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR OPERATION AND ROUTINE MAINTENANCE OF BHEL OWNED as per Technical specification/TCC.

**Bidders to note specifically that all pages of tender document, including these NIT pages shall be sent by them as a part of their offer after signing/stamping on each page. Bidder to also send GST registration No. and copy of PAN card along with the bid.**

Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, it shall be mentioned in the relevant price format only.

In case of any clarification, bidder may send e-mail /contact to our office before due date of opening (by 2:00PM).





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**Techno-commercial bid (part-1) and Price-bid (part-2) shall be sent in two PDF files ( Price bid in pass word protected mode ).**

**Techno- commercial bid" and "Price-bid" should be clearly written on the respective PDF file for easy identification**

The bid can be marked (in pdf file) to the following address :

To,

**AGM -SCT & Purchase /HR/Civil,  
5X800 MW Yadadri TPP Site  
Veerlapalem Village, Damercherla Mandal  
Distt Nalgonda, Telangana – 508207  
Ph: 9873862877, 7982615176**

### **General Instruction for bidder:**

1. Offer must be submitted strictly in line with Technical specification.
2. Incomplete offer shall not be acceptable.
3. Duly filled & signed with seal on all documents to be submitted along with offer.
4. BHEL Site office, Yadadri TPP, Damercherla, Nalgonda district reserve the right to get the services from more than one vendor.
5. Please quote price in figures & words both. In case the prices quoted in words and figures are different, the value indicated in words will be considered for evaluation and establishing L1 status on overall L1 basis. Offers with deviations from terms and conditions of the tender may not be considered. Bidders shall also furnish 'No Deviation Certificate' (Format attached).
6. BHEL reserves the right to accept or reject any of the bid/all bids with or without deviation, or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
7. In case you are not quoting, please send your regret letter positively for our reference.
8. Tender received after the specified time of their "SUBMISSION" will be treated as late tender and shall not be considered under any circumstances.
9. Supplier shall quote for all the items in the enclosed price bid format.
10. The Vendor should have registration under GST Act and should submit the registration certificate along with Quotation.
11. Tenderers are requested to sign and put seal on all pages of tender documents and submit else their offer shall be liable for rejection.





## Tharat Heavy Electricals Limited

Site Office, 5X800 MW YADADRI TPS, BHEL PSSR  
DAMARACHARLA(M), NALGONDA (Dist), TELANGANA -508355

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12. Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are quoted, offer is liable for rejection and no correspondence will be entertained in this regard.
13. Lowest Bid (L-1) shall be decided/evaluated on the lowest total quoted price, submitted by the parties. Incomplete price bids shall be rejected.

### **Technical Specification of Work** As per TCC

### **Finalisation of contract:**

The price bids of all the technically qualified would be opened and the L1 party would be decided on basic cost.

- a) If L1 party rates (total rates) are less than our estimate, Work shall be awarded for acceptance.
- b) If L1 party rates are greater than our estimate, Negotiations may be conducted with L1 party and rates would be finalized and work shall be awarded.
- c) If more than one party hold L1 status, L1 shall be decided by soliciting discount from all parties holding L1 status. The L-1 party shall be finalized on the basis of higher discounts offered in their quoted price. If the two parties occupy L-1 status, even after soliciting discounts, the L-1 party shall be decided on the basis of toss/draw.

### **Price**

Price quoted by the bidder shall be firm and not subject to any variation during the period of offer validity and execution of purchase order. The prices shall be exclusive of all taxes and duties.

Taxes and Duties should be shown separately.

Prices for item shall be quoted by vendor in **price format only**.

**Validity of quoted price:** Price submitted by the bidders shall be valid for 03 (Three) months from the date of submission of quotation/offer for the finalization of the ordering process.

**Price Variation Clause (PVC):** Firm Price (PVC not applicable).

**Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only.

**Delivery/WORK Destination:**

|                                                                     |                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ship/WORK to<br/>(Consignee) and Sold<br/>to (Buyer) Address</b> | General Manager<br>Dharat Heavy Electricals Limited<br>5x800 MW Yadadri TPS Project Site<br>Power Sector-Southern Region<br>Village - Veerlapalem, Mandal - Damarcherla,<br>District - Nalgonda<br>Telangana- 508 355<br><br><b>BHEL GSTN - 36AAACB4146P1ZG</b> |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





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Site Office, 5X800 MW YADADRI TPS, BHEL PSSR  
DAMARACHARLA(M), NALGONDA (Dist), TELANGANA -508355

### **SUB -NIT for 2 YEARS RATE CONTRACT FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR OPERATION AND ROUTINE MAINTENANCE OF BHEL OWNED LIFT-II**

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**Delivery Schedule:** As per TCC.

**Transit Insurance:** Transit insurance of materials belonging to BHEL shall be arranged by BHEL.

**Payment Terms** As per TCC , Clause no.4.0

**Liquidated Damages/Penalty for delay in supply:** As per TCC , Clause no.4.5

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**The SECURITY DEPOSIT (SD) clause 1.10 published in General Conditions of Contract (Volume I Book-II) is revised as under.**

#### **1.9 Security Deposit:**

- 1.9.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:
- 1.9.2 The total amount of Security Deposit will be 5% of the contract value. EMD (if any) of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 1.9.3 The security Deposit should be furnished before start of the work by the contractor.
- 1.9.4 Modes of deposit: online payment
- 1.9.4.1 The balance amount to make up the required Security Deposit of the contract value may be furnished in any one of the following forms
- 1.9.5 At least 50% of the Security Deposit including the EMD should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- 1.9.6 The recoveries made from running bills (cash deduction towards balance SD amount) will be released against submission of equivalent Bank Guarantee in the prescribed formats, but only once, before completion of work.
- 1.9.7 Work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit
- 1.9.8 The Security Deposit shall not carry any interest.
- 1.9.9 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 1.9.10 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- 1.9.11 Penalty for Delayed Remittance of Security Deposit  
If the contractor fails to furnish SD before start of work, in line with 1.10.3 above, Simple Interest against delayed remittance of the Security Deposit shall be deducted from the sub-contractor at the rate of SBI PLR + 2% on the value of 50% SD of the contract, for the delayed





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period (i.e., period between start of work and date of remittance of Initial SD, i.e., at least 50% of SD). In case, the delayed period has different SBI PLR rates, Simple Interest shall be calculated based on different rates by considering the corresponding time period. On similar lines Penalty shall be levied for delayed remittance of Additional Security Deposit (if applicable).

Security Deposit shall be released to the Contractor upon completion of 100% work as per BHEL specification/terms and conditions, along with final bill payment after deducting dues/recoveries against this contract or any other contract entered with BHEL.

SD is to be paid through Electronic Fund Transfer the details are as below:-

(a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

(b) **Bank Particulars:**

- Bank Name -: State Bank of India
- Bank Telephone No.(with STD code)-:
- Branch Address:- Damarcherla (M), Nalgonda (D)
- Bank Fax No. (with STD code) -:
- Branch Code -: 21956
- 9 Digit MICR Code of the Bank Branch -:
- Bank Account Number -: 31071530332
- Bank Account Type -: Current Account
- 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956





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#### **Annexure-1**

#### **Goods and service Tax (GST) & Cess**

##### **1. Taxes and other Duties:**

##### **1.1 Goods and service Tax (GST) & Cess**

1.1.1 The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this

project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.

1.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.

1.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

**BHEL GSTN - 36AAACB4146P1ZG**

**NAME -**

**BHARAT HEAVY ELECTRICALS LIMITED**

**ADDRESS - BHEL SITE OFFICE, YADADRI THERMAL POWER**

**STATION (5X800 MW), VEERLAPALEM VILLAGE**

**DAMERACHERLA MANDAL**

**NALGONDA DISTRICT - 508355**

1.1.4 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.





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1.1.5 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

1.1.6 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

1.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

1.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

1.1.9 E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

1.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

1.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

1.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

### **1.2 All taxes and duty other than GST & Cess**

1.2.1 The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

### **1.3 Statutory Variations**

1.3.1 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.





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#### **1.4 New Taxes/Levies**

1.4.1 In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

#### **1.5 Direct Tax**

1.5.1 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

#### **TCS (Tax collected at Source) under Income Tax Act.**

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

1.1. Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.

1.2. Where the tender conditions do not specify any pec on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis. "If we have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year\_ (should be immediate preceding financial year)" And on submission of TCS paid challan and TCS certificate for the TCS payments made in the last quarter.

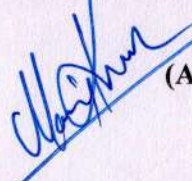
1.3. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.

1.4. PAN No of BHEL is AAACB4t46P, same need to be considered by vendor while filing their TCS returns.

1.5. Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.

1.6. In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non-compliance of statutory provisions from the money's due to them with applicable interest.

**For BHARAT HEAVY ELECTRICALS LTD,**

  
(Authorized Signatory)





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DAMARACHARLA(M), NALGONDA (Dist), TELANGANA -508355

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**BID SUBMISSION FORM**

Offer No.: BHEL:PSSR: YTPS:SCT:2021:202110:64

Date

To:

AGM/SCT AND PURCHASE

Site Office, 5X800 MW YADADRI TPS, BHEL PSSR  
DHAMARACHARLA(M), NALGONDA (Dist), TELANGANA -508355

Dear Sir,

In response to your Tender No: BHEL:PSSR: YTPS:SCT:2021:202110:64, dated 29.10.2021 for 2 YEARS RATE CONTRACT FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR OPERATION AND ROUTINE MAINTENANCE OF BHEL OWNED LIFT, we hereby submit our offer herewith.

1. Bidder Name: \_\_\_\_\_
2. Website Address: \_\_\_\_\_
3. Email Address: \_\_\_\_\_
4. Address for Communication: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Telephone Number: \_\_\_\_\_
6. Fax/Tele fax Number: \_\_\_\_\_
7. Authorised Person -Name: \_\_\_\_\_
8. Designation: \_\_\_\_\_
9. Mobile No.: \_\_\_\_\_





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10. Email ID: \_\_\_\_\_

11. Alternate Person –Name: \_\_\_\_\_

12 . Designation: \_\_\_\_\_

13. Mobile No.:

14 Email ID:

15. PAN Number: \_\_\_\_\_

16. TIN Number: \_\_\_\_\_

17. GST Reg No. \_\_\_\_\_

18. Bidder's complete Bank Details. Bank Account No:

IFSC / NEFT Code: \_\_\_\_\_

Name of the Bank: \_\_\_\_\_

Address of the Branch: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'M. S. Kumar', is located in the bottom right corner of the page.



**2 YEARS RATE CONTRACT FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR  
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**NO DEVIATION CERTIFICATE**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)



To,

AGM -SCT & Purchase /HR/Civil,  
5X800 MW Yadadri TPP Site  
Veerlapalem Village, Damercherla Mandal  
Distt Nalgonda, Telangana – 508207

Dear Sir,

**Sub: No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: YTPS:SCT:2021:202110:64  
DT 29/10/2021

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void. We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification. We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)



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**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

(To be typed and submitted in the Letter Head of the Company/Firm of  
Bidder

To,

AGM -SCT & Purchase /HR/Civil,  
5X800 MW Yadadri TPP Site  
Veerlapalem Village, Damercherla Mandal  
Distt Nalgonda, Telangana – 508207

Dear Sir,

**Sub: Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: YTPS:SCT:2021:202110:64  
DT 29/10/2021

2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)



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**NON DISCLOSURE CERTIFICATE**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder) -----  
-----

I/We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PSSR against Tender Specification No: \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai-97.

# To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

# The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized Signatory of the bidder)



## TECHNICAL CONDITIONS OF CONTRACT(TCC)



### FRAMEWORK AGREEMENT (RATE CONTRACT) FOR ENGAGING THE SERVICES OF MANPOWER FOR REGULAR OPERATION & ROUTINE MAINTENANCE OF BHEL OWNED LIFTS AT BHEL PSSR – 5X800 MW YADADRI TPS

#### 1.0 GENERAL AND DETAILS OF BHEL OWNED LIFTS AVAILABLE AT PSSR SITES

Intent of this tender is to finalize a framework agreement for Providing manpower services for Regular Operation & Routine Maintenance of lift at BHEL PSSR – 5X800 MW Yadadri TPS and also for lift that will be deployed in future from various ongoing power projects of BHEL.

BHEL is intending to avail the services for the lift at 5x800 MW Yadadri TPS at any later stage, before or after entering into this contract, shall also be within the ambit of this contract.

#### 2.0 SCOPE OF WORK

- 2.1 The broad scope of works under this contract includes but not limited to the following:
  - 2.1.1 Regular operation of BHEL owned Lift.
  - 2.1.2 Maintenance and Greasing of Rack / Pinion/ Guide Rollers / Cable Trolley. Checking for wear and tear
  - 2.1.3 Greasing of all the sliding doors for smooth operation.
  - 2.1.4 Ensuring working and setting of the entire limit switches ensuring working of all the safeties.
  - 2.1.5 Ensuring tightness of all Rack bolts / Mast bolts and Tie-Ins bolts, reducing the vibration of the machines.
  - 2.1.6 Ensuring tightness of all electrical connections thus reducing failure of electrical components.
  - 2.1.7 Checking of Geared Motor for Overheating and Gear Oil Leakages if any. To check and maintain the level of Gear Oil.
  - 2.1.8 Ensuring checking of power cable and trailing cable for cuts etc. increasing the life of the cable.
  - 2.1.9 Checking & replacement of spares such as limit switch, rollers, pinion, contactors, MCCB, Relays, VFD, Safety Device, Motor, Cabin etc.
  - 2.1.10 Carry out Periodic/scheduled maintenance as per Operation & Maintenance Manuals of respective lift.
  - 2.1.11 Monitoring of defects in lift and identification of spares.
  - 2.1.12 Major/Minor trouble-shooting works.



2.1.13 Trouble-shooting of hydraulic, electrical and mechanical breakdowns and attending the problem as per requirements.

2.1.14 Preparation Monthly health report of lift.

2.1.15 Senior Engineer visit in every 60 Days and also as and when required at the time of breakdown

2.1.1 Jobs requiring assistance such as OEM Service Engineer / expert supervision must be intimated to BHEL by the bidder well in advance.

2.1.2 Proper Handing-Over/Taking-Over of lift and its spares & accessories. Listing and packing of spares & accessories at the time of Handing over of lift. Contractor is liable to be charged for any discrepancy in spares & accessories at the time of Handing over of lift.

## **2.2 PERIOD OF CONTRACT:**

2.2.1 This contract shall be valid for a period of 24 months from the date of award of contract and extendable for further period of 03 months at the same rate, terms and conditions. However, BHEL at any time can terminate the service contract by giving 15 days' prior notice.

2.2.2 BHEL at any time can terminate the service contract by giving 07 days' prior notice in case service provided is not satisfactory. The agency has to mobilise the manpower within 07 days from the date of issue of work order. BHEL reserves the right to cancel the Work order and engage alternate agency in case, manpower is not deployed within the above said period.

## **3.0 RATE SCHEDULE:**

3.1 Rates shall be quoted for providing one operator cum electrician for operation and preventive/routine maintenance of one lift as per the format enclosed. Rates quoted in any other manner will not be accepted.

3.2 Rates quoted by the bidder is inclusive of all the payments to the CONTRACTOR's resources, statutory liabilities like labour license, adequate insurance policy, provident fund, Bonus, etc. and any other regulations enforced from time to time, taxes, duties, profits and any other charges (including but not limited to as mention herein after) that may be incurred during execution of this contract. Rates are not subjected to any escalation whatsoever during the currency of this contract.

## **4.0 TERMS OF PAYMENT**

4.1 Payment of monthly charges as per the terms and conditions of this contract will be made once in a month at 5X800 MW Yadadri TPS as certified by the BHEL Engineer-In-charge.

4.2 Quoted rate for O&M is all inclusive. The bidder has to make their own arrangements for accommodation, transport and other amenities for their operator & visiting engineer at site.

4.3 GST as applicable will be paid by BHEL.



4.4 The contractor shall submit Certificate / Documentary evidence for P.F. (Provident Fund) deposition of earlier month along with the bill /invoice of the subsequent month for the certification of the bill.

4.5 **PENALTY:** If O&M personnel is absent, replacement should be arranged immediately without affecting project work. In case the replacement is not arranged, deductions of payment on pro-rata per man-day basis will be deducted.

If the project work is hampered due to absence of manpower and alternate arrangement is made by BHEL, then deductions at actual with applicable overhead charges will be applicable.

#### 5.0 EXPERIENCE OF LIFT OPERATOR:

5.1 Must be capable of independently operating lift of specified or above capacity.

5.1.1 Must have minimum 2 years' experience in Operation of lift of respective or above capacity.

5.2 Should be able to read and interpret the operation & maintenance manual, safety manual and other indicating devices and same has to be confirmed by vendor in technical bid.

5.3 Operator shall have latest Physician's certification for their physical fitness in vision with/without Lenses & adequate hearing with or without hearing aid.

#### 6.0 WORKING HOURS AND HOLIDAYS

6.1 Operator shall have to work twelve hours a day including One-hour lunch break. Working hour shall be decided by BHEL site in charge as per site convenience. Payment for the extended hours of work beyond normal working hours will be made proportionately.

6.2 The operator should be available for service at site on all the working days and 26 days per month excluding Sundays or Weekly holidays. Timings shall be fixed by sites as per the operational convenience.

6.3 Allotment of weekly holidays for operator is at the discretion of BHEL and will be decided by respective site. Only holidays as declared by BHEL apart from weekly holidays have to be followed. This may have to be adjusted by lift operator to suit the requirement of site. If necessary, operator shall be available for the operation of lift at site on weekly/ holidays in exigency. Holiday working and extended hour working shall be at the discretion of BHEL site in charge.

6.4 If required, at the discretion of Site in charge, the Operator will be engaged for over time on regular working days and holidays. Over time charges for regular working days and holidays will be paid on pro rata basis.

6.5 Working on holidays shall be paid extra at pro rata basis. On holidays working less than 6 hours will be treated as ½ (half) day and more than 6 hours to 12 hours will be treated as full day. Beyond 12 hours working will be treated as over time.

Calculation for the same is as follows:

Rate per day = Rate per Month / 26.

Rate per hour = Rate per day / 12



- 6.6 The CONTRACTOR will be paid normal operation charges for the day of scheduled maintenance (even if scheduled maintenance is on Sunday / BHEL declared holiday). However, any schedule maintenance shall be decided by the EIC and his decision shall be final and binding on the CONTRACTOR.

## **7.0 OTHER TERMS & CONDITIONS UNDER O&M OF LIFT**

- 7.1 The minimum age for Operator is 23 years.
- 7.2 Necessary documents supporting the qualification requirement of operators as laid out in Clause 5.0 shall be produced by the bidder for verification before engaging the operator for operation of lift at site.
- 7.3 Day to day routine maintenance of the lift shall be carried out by operator deployed as per operation and maintenance manual. Spares, consumables, Lubricants etc required for the above work will be provided by BHEL free of charges.
- 7.4 Small tools and plants such as spanners, grease gun etc. shall be arranged by the O&M agency. All major tools and plants such as crane, Hydraulic jacks, welding machine, etc., and special tools and plants that are supplied by the OEM of lift shall be provided by BHEL free of charges.
- 7.5 BHEL shall provide following free of cost to the contractor to render identified services.
- 7.5.1 Identified spares required during the work.
- 7.5.2 All the consumables like Lubricants, Gear oils, Grease etc.
- 7.5.3 Required load for load testing of the lift.
- 7.6 Local conveyance for O&M Team is to be arranged by Contractor.
- 7.7 If BHEL informs for round the clock operation, then the Bidder will arrange additional Operator for second shift. Payment for the second shift will also be as per normal rates as applicable.
- 7.8 All BHEL declared holidays as per labour laws shall be treated as paid holidays. Working on holiday shall be paid on Pro-rata basis.
- 7.9 Following reports shall be prepared & submitted by the bidder regularly.
- 7.9.1 Maintenance and submission of records of spares, consumables & tools supplied for operation and maintenance on quarterly basis.
- 7.9.2 Submission of Maintenance Report on Monthly Basis.
- 7.9.3 Submission of consumables requirement one month in advance for procurement and planning.

## **8.0 SAFETY**

- 8.1 The contractor to follow all safety norms as per present norms indicated in GCC and as per revised norms from time to time.
- 8.2 The contractor to provide all safety appliances like dust masks, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, Personal protective equipment



(PPE), rain gears, Overalls etc. to their personnel working inside the plant complex at his cost and must adhere to safety codes as given in GCC.

- 8.3 Contractor also must adhere to customer specific HSE Requirement as per instructions of BHEL.
- 8.4 The contractor shall ensure timely compliance of Load Test, Safety Inspection of equipment, keep updated records and shall give intimation to BHEL Engineer In-Charge (EIC) at least one month in advance.
- 8.5 The contractor must ensure that Lift operators should study and understand the risk involved at the site and on the equipment/vehicle with respect to work in executing the job and if any complication perceived, it should be brought to the notice of EIC/ site construction manager before starting the job.
- 8.6 BHEL is not responsible for any accident / injury to the bidder's crew at site.
- 8.7 The bidder has to assume full responsibility for the safety of their operator and to comply with all statutory /safety regulations / security requirements of BHEL.
- 8.8 It is the responsibility of the rate contract agency to arrange passes or entry permit as per BHEL / CUSTOMER procedure followed in the plant premises through BHEL site office.

#### **9.0 STATUTORY REQUIREMENTS**

- 9.1 All statutory requirements as per labour laws like ESI, PF, minimum wages etc., have to be arranged by the tenderer. Necessary insurance (covering WC act) for the workmen engaged by the tenderer has to be taken at his cost and the copy of the same should be submitted before commencement of the work.
- 9.2 Necessary insurance policy for the work men engaged shall be taken before starting the work at site.

#### **10.0 PRICE BID EVALUATION CRITERIA & AWARD OF CONTRACT**

- a) Evaluation & awarding will be done based on **price quoted** by bidders in the Rate Schedule on individual line item basis.
- b) The bidder who has quoted lowest price is called L1 bidder and second lowest price is called L2 bidder and so on.
- c) Work will be awarded to L1 bidder.



## **Goods and service Tax (GST) & Cess**

### **1. Taxes and other Duties:**

#### **1.1 Goods and service Tax (GST) & Cess**

1.1.1 The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this

project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.

1.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.

1.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

**BHEL GSTN - 36AAACB4146P1ZG**

**NAME -**

**BHARAT HEAVY ELECTRICALS LIMITED**

**ADDRESS - BHEL SITE OFFICE, YADADRI THERMAL POWER**

**STATION (5X800 MW), VEERLAPALEM VILLAGE**

**DAMERACHERLA MANDAL**

**NALGONDA DISTRICT - 508355**

1.1.4 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

1.1.5 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

1.1.6 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.



1.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

1.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

1.1.9 E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

1.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

1.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

1.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

## **1.2 All taxes and duty other than GST & Cess**

1.2.1 The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

## **1.3 Statutory Variations**

1.3.1 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

## **1.4 New Taxes/Levies**

1.4.1 In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

## **1.5 Direct Tax**

1.5.1 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.



**TCS (Tax collected at Source) under Income Tax Act.**

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

- 1.1. Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.
- 1.2. Where the tender conditions do not specify any pec on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis. "If we have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year\_ (should be immediate preceding financial year)" And on submission of TCS paid challan and TCS certificate for the TCS payments made in the last quarter.
- 1.3. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
- 1.4. PAN No of BHEL is AAACB4t46P, same need to be considered by vendor while filing their TCS returns.
- 1.5. Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.
- 1.6. In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non-compliance of statutory provisions from the money's due to them with applicable interest.



*Handwritten signature*

**BID SECURITY DECLARATION**

**(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)**

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To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **BID SECURITY DECLARATION**

Ref : 1) NIT/Tender Specification No .....

2) All other pertinent issues till date

We hereby accept that if we withdraw our offer /modify /change / alter / impair /derogate the offer on our own after Opening of Tender or within the subsistence of the validity period of offer or fail to accept the Letter of Intent/Award issued by BHEL or if we are awarded the contract and we fail to sign the contract, or to submit the Bid bond and/or Security Deposit before the deadline defined in the Tender Document or if we furnish forged/bogus certificates, we will be suspended from being eligible to submit Bids for Contracts with BHEL-PSSR/ BHEL, for a period as per extant BHEL guidelines.

We also agree that unilateral revision or withdrawal of offer by us as mentioned above shall also result in rejection of bid/our offer without Notice.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY NAME

DATE

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## RATE SCHEDULE

**FRAMEWORK AGREEMENT (RATE CONTRACT) FOR ENGAGING MANPOWER SERVICES FOR REGULAR OPERATION &  
ROUTINE MAINTENANCE OF BHEL OWNED LIFT AT BHEL PSSR – 5X800 MW YADADRI TPS**

| Description                                                                                                                                                                                                   | Unit of Measurement | TOTAL AMOUNT QUOTED Rs. |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------|-------------------|
|                                                                                                                                                                                                               |                     | In Numbers (Rs.)        | In Words (Rupees) |
| Providing One number Operator Cum Electrician for Operation and Maintenance of 2000Kg passenger cum goods lift<br>Make- Mekaster<br>Mast Height 40 meters approx. including periodical Service Engineer Visit | Per Month           |                         |                   |

Note:

1. Bidders shall quote the "Total Amount Quoted" in above Format.

Seal and Signature of Bidder