



BHEL, BHOPAL

CIM DIVISION

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SPECIAL CONDITIONS

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NIT No.....

**(The Special terms and conditions given hereunder supersede the relevant terms & conditions given in 'Instruction to tenderers and General Terms and Conditions')**

## 1.0 Introduction

**1.1** This section of the tender defines the scope of the contractor's work. The requirement and conditions mentioned in this section are in addition to what are stated in Section - I (Instructions to Tenderers) and Section- II( General terms and condition).

**1.2** In case of any variation in the specification in Section – III (Special Conditions) & Section – I (Instructions to bidders) and/or Section – II (General Terms and Condition), the specification given in the Section –III (Special Conditions) shall prevail.

**1.3** Brief Description of Work Site: - The work is to be performed in the factory premises of BHEL, Bhopal.

**1.4** The bidders are advised to take into account all factors and any fluctuations in the market rates etc. having effect on prices. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

## 2.0 QUALIFYING CRITERIA - The bidders should fulfil following qualifying criteria:

- (1) The party should have experience of manufacturing & insulation of stator coils/bars of hydro in an industry or establishment of Govt. or Public sector.
- (2) Average Annual financial turnover during the last 3 year, ending 31<sup>st</sup> March, 2020 should be 43.10 Lakhs.
- (3) The party should have executed or currently executing this type of work during last seven years ending on 30/06/2021.
  - (i) Three similar works\* of value not less than Rs.57.47 lakhs.  
or
  - (ii) Two similar works\* of value not less than Rs.71.84 lakhs.  
or
  - (iii) One similar work\* of value not less than Rs.114.94 lakhs.

Contractor should submit audited balance sheet of last three years ending on 31<sup>st</sup> Mar'2020. Contractor should submit relevant works order copies for proof of experience and unpriced invoices/performance certificate. Contractor should submit work orders of values as mentioned above.



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**Similar work means:** Manufacturing & insulation of stator coils/bars of hydro with complete operation from raw material to final product (i.e. conductor cutting, conductor buffing, stack of conductor, transposition of conductors, stack pressing, inter turn testing, initial forming, inter turn insulation, sizing, over hang insulation, insulation of slot portion, final pressing, final forming, lead forming, lead cutting, Tan delta & HV testing, red gel painting, packing).

### 3.0 Terms & Conditions

- 3.1 The work shall be done in two shift and if required in IIIrd shift also.
- 3.2 Contractor shall maintain the attendance register for all the shift staff, if short deployment of staff then the deduction shall be as per daily wages.
- 3.3 The work is subject to supervision by BHEL and subject to such time and period specified for each work by the BHEL and shall be completed in time.
- 3.4 It will be the responsibility of contractor to manufacture quality jobs as per the requirement of drawings.
- 3.5 The contractor shall take a certificate from the officer section in-charge executive regarding work completion each month for work executed.
- 3.6 In the event of unsatisfactory work or non-compliance of any of the Terms and Conditions of the contract by the Contractor, BHEL, shall have the right to terminate the contract with 02 months advance notice.
- 3.7 The contractor will be responsible for enforcing all safety regulations as applicable to BHEL and is advised to take adequate insurance cover of its representative, labourers, equipments etc.
- 3.8 Personal protective equipment face mask, cotton hand gloves, leather hand gloves, Kevlar hand gloves, apron, safety goggles etc. shall be worn during the manufacturing of coils or related work and shall be arranged by the party.
- 3.9 The contractor has to provide 2 sets of distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy and wearable condition. Helmet shall be integral part of uniform.
- 3.10 The tenderer shall follow Safety measure for carrying work at Heights as per Labour Laws.
- 3.11 BHEL, Bhopal shall provide free water & electricity at the cleaning work site.
- 3.12 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be



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borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.

- 3.13 The Contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for the vehicles/cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the vehicles/cranes, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 3.14 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed for entering inside the company or any other premises during the period of contract.
- 3.15 The persons employed by the Contractor in respect of the work will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 3.16 The contractor shall be responsible for providing necessary staff in adequate number for satisfactory execution of work with the prescribed uniform.
- 3.17 If BHEL Engineer feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 3.18 Accident occurred during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the Contractor.
- 3.19 The contractor is required to submit Indemnity Bond in favour of BHEL as per enclosed Performa on Non – Judicial Stamp Paper of appropriate value.
- 3.20 This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this agreement.
- 3.21 In quoting their rates, the Tenderers are advised to take into account all factors, including any fluctuations in the market rates etc. No claim will be entertained on any account after acceptance of the tender during the period of the contract. Rate escalation will not be allowed for any reasons whatsoever.
- 3.22 BHEL reserves the right to accept the offers in part or in full, cancel the tender enquiry or short close the contract without assigning any reason.



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3.23 The total charges payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.

3.24 The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units. Further, in case of false information given by the bidder, as found at any stage of the contract, the bidder shall be black-listed and its EMD/ Security deposit shall be forfeited.

**4.0 Safety & Occupational Health**

The contractor has to assume full responsibility of the safety of the vehicles/equipments, crew and to comply with the security/safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.

**5.0 Contract Period: Contract Period will be upto 30<sup>th</sup>, June'22 from the date of award of contract.**

**6.0 Price Schedule and taxes:**

6.1 Rate should be quoted strictly as per Price Schedule.

6.2 The rate quoted by tenderer is inclusive of all duties, taxes, fees, octroi and other levies material, labour etc. **except GST** whichever is applicable.

6.3 **GST will reimbursed to the contractor on actual against documentary proof.** Any dis allowance of tax credit shall be recovered with interest from contractor's bills where disallowance is attributable to them.

6.4 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor after its deduction.

6.5 **Prices shall remain firm and no variation whatsoever shall be allowed.** The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages, spare parts and other consumables after the submission of bid and during the period of contract before submission of bid.

6.6 **Offer to be submitted without any deviation.** Offer with deviation(s) are liable to be rejected. Any clarification required by bidder on tender conditions may be sought at least one week before the Last Date of Offer Submission.

**7.0 Terms of Payment**

7.1 The Payment will be made on a monthly basis for work completed as per the accepted rate duly making deductions, if any.

7.2 All the payments due to the Contractor will be made through Electronic Fund Transfer (EFT). For EFT facility the successful bidder is required to submit the details duly endorsed by their bank in the prescribed proforma as



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enclosed at Annexure "D".

- 7.3 Contractor shall maintain the Attendance Register for all the staff shift wise.
- 7.4 Daily log book with BHEL's prescribed format should be maintained for each of the venue where work is to be carried out and the should be certified by the authorised official deputed for this work on daily basis.
- 7.5 Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and forwarded by concerned engineer to Finance Department for further checking , passing of bill and releasing of payment to the party.
- 7.6 The total amount payable will be rounded off to the nearest full rupee value. Income Tax shall be deducted at source under Income Tax Act.
- 7.7 Each bill must be enclosed with work completion report duly signed by tenderer and BHEL representative.
- 7.8 Payment will be made to tenderer on the basis of work executed by him, which will have no relation with the payment schedule of tenderer's employees.

**8.0 Payment of wages:** Contractor shall ensure payment of statutory prescribed Minimum wages as notified by BHEL, through bank account.

#### **9.0 Evaluation of Offer**

- 9.1 Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly.
- 9.2 No condition or deviations should be asked for in price bid.

#### **10.0 Evaluation criteria of the tender will be based on following parameters.**

- a. **Single contract shall be awarded considering cumulative value on L1 basis.**
- b. **The rate quoted & total amount will be taken into consideration upto two decimal places only while evaluating the bids.**

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



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**ANNEXURE "D"**

**FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER**

You are requested to submit the information as per details given below at the earliest to enable processing of e-payment :

1. Name of the Contractor/ Firm (Max 60 char)
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
4. Branch Code (Max 5 char)
5. MICR Code (Max 30 char)
6. IFSC Code (Max. 30 char) [ Every NEFT enabled bank / branch has a unique IFSC Code (Indian Financial Security Code) ] This code may differ from RTGS IFSC code.

**VENDORS / BIDDERS ARE SUPPOSED TO  
SUBMIT THE INFORMATION ON FIRM'S  
LETTER HEAD DULY ENDORSED AND  
STAMPED BY THEIR BANKERS.**

In addition to above information please also furnish the following details to enable faster clearance of bills.

7. E-Mail Address (Max 40 char)
8. Details of TIN No. (Max 11 char)