



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
FRX DIVISION**

NOTICE INVITING TENDER

Enquiry No.: FRX/AMC/VPD/2022-23/01

Transformer Maintenance division (FRX) , BHEL, Bhopal invites tender on **two part bid basis (Part I-Techno-Commercial Bid & Part II- Price Bid)** for the following work :-

Work category :- AMC FOR Preventive and breakdown maintenance of Vacuum plants including VPD in TRM, CPM, BCM, NTB & VPD/OVEN/Furnace in LEM, IMM, TXM, TAM and CIM.

- 1. Scope of work :- Scope of work and details of plant as per Annexure-1**
- 2. (A)Quantity :- Total preventive maintenance - 232 no's**

(B) Splitting of contract:-

The above quantity shall be split between the L1 & L2 Firm (at L1 rate), in the ratio of **70:30 (+/- 2% for simplified operation)**, The **70 %** shall be awarded to L1 Firm and rest **30 % (at L1 rate)** shall be offered to L2, L3, and L4 and so on ... sequentially in the order of their evaluated position. In case no party accepts the L1 rate, the 100% allocation of work shall be offered to L1 party with their consent. The distribution shall be restricted to (N-1) bidders, to a maximum of 2 bidders where N is the no. qualified bidders. Splitting of work details in Scope of work per Annexure-1.

3. Qualification criteria :-

3.1 The bidder should meet all the following statutory requirements:-

- (a) ESI certificate,
- (b) I/Tax PAN copy, GSTIN,
- (c) Labour License, as applicable (after award of work).

3.2 Average Annual financial turnover during the last three years ending **31.Mar.2022**, should be at least **Rs. 14.66 lakhs /-.**

3.3 The bidding firm should have the minimum requisite experience in the followings:-

- (i) The firm should have carried out maintenance/reconditioning/Erection & commissioning/repair of VPD/VPI/VACUUM PLANTS/OIL HANDLING PLANTS.
- (ii) The firm should have experience of successfully completed records of above mentioned activities in (i), during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-
 - (a) One successfully completed works as in (i), costing not less than the amount equal to **Rs. 39.11 Lakhs /-.**
 - Or**
 - (b) Two successfully completed works as in (i), costing not less than the amount equal to **Rs. 24.44 Lakhs /-.**
 - Or**

(c) Three successfully completed works as in (i), costing not less than the amount equal to **Rs. 19.55 Lakhs /-.**

(iii) The bidding firm is required to furnish the necessary testimonials, along with their two bid offer towards fulfillment of the conditions as defined in (i) & (ii) as per **cl. 7(f),(g),(h)**, without which their offer shall be deemed as ineligible.

(iv) The above all the conditions should be met by the bidder firm only, not by any associate firm.

(The firms meeting the above requirements shall be qualified technically for further processing of tender)

4. Work commencement: - Within one week from the date of issue of LOI/W.O.

Contract Period: - 365 days from the date of W.O. commencement.

5. Tender fee: - Rs.1000 /-, the tender fee is to be deposited through Online E-payment system available on BHEL-Bhopal website or using POS system at BHEL-Bhopal. The tender fee receipt should be deposited along with technical bid. GST on Tender fee shall be charged extra. **(Exempted For MSME)**

6. Earnest Money Deposit :-

Fresh EMD slip of **Rs.97779 /-** deposited through Online E-payment system available on BHEL-Bhopal website should accompany the techno-commercial offer. One time EMD of Rs.5.00 lakhs/- deposited in BHEL-Bhopal unit will also be accepted. Offer without EMD will be rejected. **(Exempted For MSME)**

7. Quotations :-

Firms are required to submit quotation as per the **two parts bid** system.

i. The Part-I Technical bid in a sealed envelope super **scribing “Envelope-I, Technocomercial Bid”, Tender Name, Ref, No. & Due date of Opening** shall contain the followings only:-

- a) Tender fee receipt
- b) Fresh EMD/One time EMD slip,
- c) Copy of ESI certificate,
- d) Copy of Labour license, as applicable(after award of work),
- e) Copy of I/tax PAN no.,GSTIN
- f) Copy of Balance sheet and profit & loss account and also ITR for last three years ending **March 2021** for fulfilling NIT cl.3.2.

(Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.

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

- g) List of Jobs/activity carried out as per NIT cl.3.3(i), at Annexure – ‘A’,
- h) Completion cum performance certificate along with work orders for fulfillment of NIT cl.3.3 (i), (ii).

For consideration of running work order, the value completed on last day of month, previous to the one in which applications are invited will be considered.

(In case of BHEL Work Order, the work completion cum performance certificate should be signed by HR/CLC official of the rank not below than DGM, and in case of work order other than BHEL, submit the TDS certificate corresponding to the duration of the work order along with the performance certificate from the employer.)

- i) Declaration sheet as per proforma at Annexure – ‘B’.
- j) Check list and schedule of general particulars as per Annexure-‘C’.
- k) Undertaking as per Annexure “D” from general Terms and conditions
- l) Signed & Signed & stamped copy of NIT, special conditions and General terms & conditions & statutory compliances. All the documents mentioned in **cl.7.i** should also be signed and stamped.

(All the documents submitted in Part-I should be arranged in the order as per **cl.7.i**)

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

- ii. The **Part-II** shall contain only Price **bid** in a separate sealed envelope super scribing **“Envelope-II, Price Bid”,**
Tender Name, Ref No. & Due Date of Opening.

Price bid will be opened for only those firms, which are found to be technically competent in Part- I (Technical bid).

8. **Penalty clause :- Delay in execution of preventive maintenance from schedule will lead to penalty of 1% of contract value per week up to a maximum of 10% of total contract value**
9. **Last Date of Bid submission : 12:00 pm on 02/02/2023**
Date of Techno-commercial bid opening: - 02:00 PM on 02/02/2023
10. **Venue for bids submission/ opening :-**
Tender Room, Admin Block, Ground Floor,
BHEL, Bhopal-462022

Note:-

- i. The envelop should be dropped in the **tender box (Green colour)** in the tender room. Tender received after 11:00AM will be treated as late tender on due date.
- ii. The representative of the firm must bring their authority letter to witness the tender opening from 2:00PM onwards.
- iii. After awarding work, No excuse shall be entertained for loss of bidder or any other compensation, the successful bidder is fully liable to fulfill all tender conditions.
- iv. The contractor should provide uniform, shoes and other safety appliances within 15 days of commencement of order.
- v. All statutory liabilities such as wages, PF, ESI, bonus, leave/holiday & all Other payments to the workmen shall be fulfilled by contractor, No separate payment shall be entertained other **than executed Preventive maintenance** . **However 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 amount of Rs. 1923.80 per preventive maintenance or actual paid by the contractor whichever is less. Instant arrangement nowhere intends to affix responsibility of payment of Bonus on BHEL.**
- vi. **Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period irrespective of the payment against the Running Bills by BHEL.**

- vii. Contractor has to manage work in all 1st, 2nd, 3rd or any other shift as applicable on daily basis, on Sundays and holidays also, as per TRM need.
- viii. ORC not applicable.
- ix. BHEL reserves the right to deduct/adjust/withhold, as the case may be, any amount due from the Contractor/Vendor for any Contract or Order whether under execution or executed by such Contractor/Vendor in any Department/Sector/ Project Site/Office/Sister-Unit, etc., of BHEL on account of any dues intimated for recovery/adjustment/withholding by such Department/Sector/ Project Site/Office/Sister-Unit, etc., of BHEL OR for enforcing any Statutory compliance intimated by any Statutory body, Government Department/authority, etc., against the running bills, EMD, Security Deposit, Bank Guarantees, etc or any other amount due to such Contractor/Vendor

AGM-FRX, BHEL-Bhopal

TRANSFORMER MANTAENANCE DIVISION

Part-II (Price Bid)

Enquiry No.: FRX/AMC/VPD/2022-23/01

Work category :- AMC FOR Preventive and breakdown maintenance of Vacuum plants including VPD in TRM, CPM, BCM, NTB & VPD/OVEN/Furnace in LEM, IMM, TXM, TAM and CIM

Nature of Work:- (As detailed in NIT)

AMC FOR Preventive and breakdown maintenance of Vacuum plants including VPD in TRM, CPM, BCM, NTB & VPD/OVEN/Furnace in LEM, IMM, TXM, TAM and CIM

For above work, single & composite price by contractor is as per following:-

Quoted Rate:-

In Figure -

Rs.

 (per preventive maintenance)

In words -

Rs.

(Per preventive maintenance)

Notes:-

1. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature of person signing the bid else the bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening. The firm should take care to fill up the rate, it should be legible and should be in the price bid provided with tender documents or else the bid shall be liable for rejection. No claim of confusion, unawareness etc shall be entertained after opening of bids.
2. In the course of evaluation, if more than one bidder happen to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders in sealed envelope.

In case more than one bidder happen to occupy 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) and ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
3. This rate will be taken up as final rate including of PF, ESI, all other statutory Levies, leave/holiday, uniform, shoes, helmet, supervision/admin charges/margin etc. But Excluding of **Bonus & GST**.
4. 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. 1923.80 per preventive maintenance or actual paid by the contractor whichever is less**. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL"
5. The quoted rate **shall remain firm throughout the contract period** and no variation/escalation what so ever during the contract period shall be allowed.
6. **The bidder shall follow BHEL norms prevailing for wages to be paid to the contract workers. "The Contractor shall also be liable to pay hike in statutory minimum wages in October month & April month with additional wages recommended by BHEL"**
7. The GST shall be paid extra, as per the Govt. rules, as applicable. . Any loss/delay in Tax credit due to the reason attributable to the contractors shall be recovered from them along with interest. **TDS will be deducted both under GST Act and Income Tax Act.**
8. 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. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

(Signature of contractor with full name, stamp & date)

DETAILED SCOPE OF WORK

(1) SCOPE OF WORK FOR TRM, CPM, BCM & NTB / UHV BLK – 3

1. To carry out Breakdown and Preventive Maintenance of vacuum plants including Vapor Phase Drying Plants and Oil treatment Plants in TRM BL – III, CPM, BCM & NTB / UHV (**112 Nos. of preventive maintenance**) and instructions of P.M. Card.
2. Checking for leak if any in the system and to take corrective measure to maintain the plants for leak proof functioning.
3. Regular checking of the oil level of the vacuum pumps and booster pumps and also heating oil of the respective plants.
4. Periodic checking of pumping down time in order to ascertain the efficiency of vacuum pumping system.
5. Replacement of damaged rubber parts.
6. Checking and rectification of power drives and coupling.
7. Checking and rectification of condensers for sealing and cooling.
8. Checking and rectification of requisite amount of cooling water for the various Equipment.
9. Checking and rectification of vacuum for accurate functioning.
10. Checking and rectification of proper functioning of electrical circuit.
11. Periodic checking of leakage of the plants and systems to carry out the leak rate test to achieve the required value of leak rate of the plants.
12. Modification of pumping system of vacuum lines to accommodate vacuum pumps of the other make and model to restore the efficiency of the plants if needed.
13. Checking and repairing of Vacuum Pumps.
14. Gas cutting and welding work if and when needed.
15. All spares parts. Consumables. Lifting tackles wherever necessary. Will be provided by BHEL free of cost.
16. Attending breakdown maintenance of all nature which are hindering functioning of plant.

(2) Scope of work for CIM

Total preventive maintenance -52 no's

GENERAL COMPONENTS:-

1. ELECTRICS: -

All electrics such as main switches fuse distribution boards, indicating lamps, limit switches, wires and cables etc. are to be repair / replaced / maintained.

2. MOTORS:-

Motors are to be checked for sound free running .check for bearing sound and replace if required. Measure IR value of motors, IR value should not be less than 1 mega-ohm. Check starter, O/L relay, S/P Preventer for proper functioning and set / repair / replace as required.

3. TRANSFORMERS:-

The transformers of all machine and plants are to be checked for proper working if installed.

4. TUBE HEATERS: -

Heaters should be checked for any loose connection or damaged insulation and may be attended immediately. Any heater found defective should be replaced accordingly.

5. INSTRUMENTS: -

All instruments such as pressure gauges, temperature controllers, temperature indicators, ammeters, and volt meters are to be removed by the contractor for repair / calibration and are to be fixed back after repair / calibration. However repair and calibration of instruments shall be done by BHEL, Bhopal.

6. ELECTRIC OVEN / FURNACES / CURING M/C:-

Dismantling of power connection from equipment, checking of I.D fan motor, dismantling for greasing and changing the bearing as required, Balancing the impeller and motor, Dismantling the cover plates of ovens / furnaces, Checking of heating elements and replacement as required, Checking of fire bricks, ceramic wool / glass wool, Repair / replacement of fire brick lining of all three side and roof oven / furnace, checking of door and pulley movements and their rectification. Testing and handing over to manufacturing div.

(3) Scope of work for VPI Plants, Ovens and Seasoning Plants of TXM & TAM.

(3.1) For VPI Plants (Total preventive maintenance -10 no's)

- A. Party has to do the electrical and mechanical preventive maintenance of the VPI plants twice a year as per the schedule and ticket issued by BHEL.
- B. Attending all the breakdowns of electrical and mechanical nature on two shift basis of the plants (In case of emergencies party will have to do the maintenance on Sundays also) comprising of following systems.
 - a) Impregnation and storage vessels including fume extraction system and hydraulic system.
 - b) Vacuum systems would include vacuum pumps, all valves and their actuating mechanisms, pipes and pipe connections, seals 'O' rings, gaskets, condensers etc.
 - c) Maintenance of Nitrogen system including driers, filters, compressors, valves, accumulators, pipes and pipe connections etc.
 - d) Maintenance of compressed air systems including drier filters, lubricators, compressors, accumulators, pipes and pipe connections etc.
 - e) Maintenance of complete brine/heat transfer fluid systems including pumps, pipes and pipe connections valves, heat exchangers (excluding the subsystem in which the refrigerants are circulated) and insulation system etc.
 - f) Complete electrical system including subsystems related with illumination of vessels, control room, control desks and plant area (excluding overhead light at roof level of the block).
 - g) Removal and mounting of instruments and gauges which in turn will be repaired / calibrated / replaced by BHEL.
 - h) Working in co-ordination with electronics engineers of BHEL for electronic fault (where ever applicable).
 - i) Cleaning of sight glasses for better visibility and pit floor as and when required.
 - j) Any other manual labor concerning upkeep of plants involved at and around the VPI plants as required will be carried out by the contractor.
 - k) To maintain the plant clean and hazard free at optimum working condition.
 - l) Any other works involved in successful completion of the work and not covered above shall also be the responsibility of the contractor.

(3.2) For Ovens & Seasoning plants (Total preventive maintenance -52 no's)

- A. Party has to do the electrical and mechanical preventive maintenance of the ovens twice a year as per the schedule and ticket issued by BHEL.
- B. The party will have to attend all the electrical and mechanical breakdowns of Ovens & Seasoning Plants of the TXM & TAM on two shift basis (In case of emergencies party will have to do the maintenance on Sundays also)
- C. **The detailed scope of work is as following:**
 - a) Repair/ replacement of main switches, fuses mounted in distribution box and panel.
 - b) Replacement of damaged cable from DB to main switch, main switch to control panel and from control panel to heater.
 - c) Repair / replacement of contactors/ relays.
 - d) Repair/ replacement of blown off items of control panel.
 - e) Repair / replacement of heating elements/ thermostat.
 - f) Repair / replacement of motor/ motor bearings.
 - g) Repair / replacement of chain / belt.
 - h) Repair / replacement of re circulating fan / blower.

- i) Repair of oven door and trolley reduction gear box.
- j) Repair of operating switches, limit switch etc.
- k) Any other works involved in successful completion of the work and not covered above shall also be the responsibility of the contractor.

(4) Scope of work for LEM & IMM

(4.1)AMC OF VPI PLANT OF LEM DIVISION (3/B/2041) Total preventive maintenance -6 no's)

Sub: - Annual Maintenance of the VPI plant item no, (3/B/2041) along with one gas fired curing oven (3/B/2042), two electrical ovens and air compressor and its related accessories.

1. Annual Maintenance of VPI Plant item no. 3/B/2041.
2. Annual Maintenance of three nos. of curing ovens item no 3/B/2042 & 3/B/2069 & new electric oven.
3. Preventive Maintenance of VPI Plant including Elgi & Haug compressors.
4. Preventive maintenance of curing ovens item no 3/B/2042, 3/B/ 2069 and the new electric oven.

Break Down Maintenance.

This will cover attending to breakdown maintenance both mechanical and electrical in nature in all the three shifts on all working days and also on weekly off / holidays on emergency call, if the plant is in operation.

It will include all types of breakdowns of the plant.

1. Jamming / leakage of resin valves, water line valves, steam valves and pneumatic valves provided in the system.
2. Leakage of brine through pipes, pump seals, valves etc. (even replacement of pipes etc.)
3. Leakage of vacuum in vertical / horizontal impregnation tanks, resin storage tanks or in the system.
4. Breakdown maintenance of the vacuum pumps, compressors, air dryers, brine pumps, resin filters, separators, Condensers, heat exchangers, agitator system of the resin storage tanks, hydraulic system for impregnation Tanks' door closing/opening, water circulating pumps and cooling towers of water cooling system etc.
5. Breakdown maintenance of the pneumatic system and pneumatic actuators of pneumatic operated valves.
6. Both the process tanks (i.e. vertical & horizontal tanks) of the plant is to be properly cleaned by the contractor Workers after every process to make them ready for next process.
7. The cooling tower system is to be cleaned once in every three months period.
8. Dusting of each & every component /accessories to be done once in every three months
9. Electrical breakdown maintenance of the plant involving approx. 31 motors of the rating from 2.2 Kw to 18.5 kW, lighting and heating system, control and protection equipment etc.
10. Loading and unloading of resin drums from/on the truck is to be done by the contractor as required.

Break Down Maintenance of curing Ovens item no 3/B/2069 & 3/B/ 2042 and new electric oven.

1. Leakage of air and gas from pipe joints and valves or any other points.
2. Replacement of bearings, hardware's, couplings, belts, pulleys etc. of motors.
3. Jamming of wheels of the trolleys of the wagon,
4. Proportioning of gas and air mixture.
5. Replacement of contactors, relays & fuses, control wires, power cables etc. as required.
6. Replacement of heat insulation (minor).
7. Leakage of heat from the joints.
8. Looseness of any part causing vibration and noise.
9. Replacement of motors, Spark plug, damper etc.
10. Replacement of heater coils & insulation etc.
11. Breakdown related to trolleys of the wagon.
12. Compliance of 5 S in the area.

(4.2)AMC OF VPI PLANT OF IMM DIVISION (4/B/2086)

Break Down Maintenance.

1. Jamming /leakage of resin valves& pipes, water line valves, steam valves and pneumatic valves provided in the system.
2. Leakage of brine through pipes, pump seals, valves etc. (even replacement of pipes etc.)
3. Leakage of vacuum in horizontal impregnation tanks, resin storage tanks or in the system.
4. Breakdown maintenance of the vacuum pumps, compressors, air dryers, brine pumps, resin filters, separators,
condensers, heat exchangers, agitator system of the resin storage tanks, hydraulic system for impregnation tanks door closing / opening water circulating pumps and cooling towers of water cooling system etc.
5. Breakdown maintenance of the pneumatic system and pneumatic actuators of pneumatic operated valves.
6. The horizontal tank of the plant is to be properly cleaned by the contractor after every process to make them ready for next process.
7. The cooling tower system is to be cleaned once in every three months period.
8. Dusting of each & every component /accessories to be done once in every three months
9. Electrical breakdown maintenance of the plant involving motors, lighting and heating system, control and protection equipment etc.
10. Loading and unloading of resin drums from/on the truck is to be done by the contractor as required.
11. Cleaning of resin filters, condensers of dry air compressors, separators / condensers of vacuum systems, cooling towers, brine tanks, control panel etc.
12. Replacement of oil of vacuum pumps, hydraulic system, Gear oil etc.
13. Vacuum leak rate test of horizontal impregnation tank, resin storage tanks etc.
14. Getting calibration done of all instrument and gauges of all system.
15. Megger test of all the motors.
16. Compliance of 5S in the area.

(5) Schedule of manpower deployment:-

Below mentioned is minimum man power deployment , however if need arises contractor will have to deploy additional man power for satisfactory completion of work as mentioned in clause 1-4 of detailed scope of work above.

SI.NO	DEPT	SKILLED	UNSKILLED	TOTAL
1	FRX	13	5	18
2	FEX	8	2	10
3	FDX	2	0	2
4	FNX	6	2	8
Total deployment		29	9	38

- 5.1 If required by nature of breakdown maintenance activities will have to continue during the night shifts and holidays also.
- 5.2 If any critical plants are reported under breakdown at any point of time the contractor have to depute their staff and attend all the pending break downs after 16.00 hrs. And after 1.00 A.M. and on holidays also. BHEL will not be liable for any extra compensation.
- 5.3 Above mentioned minimum deployment of manpower will have to be deployed on Sundays also
- 5.4 Bidders to note that deployment in FRX will be for all 365 days on two regular shifts basis.
- 5.5 Splitting of work order deployment will be done in ratio of 70:30 (+/- 2% for simplified operation), L1-Bidder will deploy manpower in FRX and FNX and L2 in FEX AND FDX.

(6) Total preventive maintenance - 232 no's

(7) List of vacuum plants and oil treatment plants including vapor phase plants are given in Annexure - II.

Anexxure-2 list of machines**List of Vacuum plants & Oil treatment plants in TRM, BLK - III**

<u>S.no</u>	<u>ITEM No</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	
			<u>BAY</u>	<u>COL No.</u>
1	6/B/36	VAC DRYING VESSEL	7	G - 6,7
2	6/B/2125	VPD EVAPORATOR	9	K12-12
3	6/B/2363	VAPOUR PHASE DRYING PLANT		
4	6/B/37	OIL DEAIRATION & VACUUM PUMP	8	I -11,12
5	6/B/2004	VAC PUMPING SYSTEM ATTACHED TO OVEN 6/B/30	6	F- 6,7
6	6/B/2008	TRFR. OIL RECONDITIONING PLANT	9	I -11,12
7	6/B/2026	VAC PUMPING SYSTEM ATTACHED TO OVEN 6/B/206	8	I -21,22
8	6/B/2027	VAC PUMPING SYSTEM ATTACHED TO OVEN 6/B/33	8	I -18,19
9	6/B/2033	VAC DRYING VESSEL	6	F - 13,14
10	6/B/2048	TRFR. OIL RECONDITIONING PLANT	9	I - 1,2
11	6/B/2094	OIL FILTRATION & DEAIRATION PLANT		OUT SIDE
12	6/B/2125	VPD EVAPORATOR	9	
13	6/B/2072	VACUUM VESSEL	9	
14	6/B/2087	PUMPING SYSTEM	9	
15	6/B/2195	OIL FILTRATION PLANT	6	
16	6/B/2203	PORTABLE VACUUM PUMP.	8	
17	6/B/2247	PORTABLE VACUUM PUMP.	8	
18	6/B/2248	VAPOUR PHASE DRYING PLANT	9	
19	19/D/2923	25 KL OIL FILTER PLANT	8	
20	19/D/2923	PORTABLE VACUUM PUMP.	8	

21	6/B/2271	25 KL OIL FILTER PLANT	9	
22		VACUUM PUMPING SYSTEM FOR STORAGE VESSEL 1	9	
23		VACUUM PUMPING SYSTEM FOR STORAGE VESSEL 2	9	
24		BUSHING TESTING TANK	UHV LAB	
25		CEE DEE OIL FIL TRATION PLANT	9	
26	6/B/2276	VPI VACUUM DRYING PLANT	6	
27	6/D/2251	VPI OIL FIL TRATION PLANT	7	
28	40/C/2075	SUMESH OIL FIL TRATION PLANT	9	
29	6/B/2355	CEE DEE PORTABLE VACUUM PUMP		
30		CD OIL FIL TRATION PLANT		

CPM

<u>S.no</u>	<u>ITEM No</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	
			<u>BAY</u>	<u>COL No.</u>
1	8/B/27	IMPREGNATION PLANT No. 1	1	B - 32,33
2	8/B/28	IMPREGNATION PLANT No. 2	1	B - 31,32
3	8/B/2008	IMPREGNATION PLANT No. 3	1	B - 31
4	8/B/2024	IMPREGNATION PLANT No. 4	1	B - 30,31
5	8/B/2027	IMPREGNATION PLANT No. 5	1	B - 30
6	8/B/2027	OIL PROCESS PLANT No.5	1	B - 29,30
7	8/B/2028	OIL PROCESS PLANT No.6	1	B - 28,29
8	8/B82037	IMPREGNATION PLANT No. 7	1	B - 27
9	8/B/2046	IMPREGNATION PLANT No. 8	1	B - 25,26

10		OIL PROCESS PLANT No.7	1	B - 33
BCM				
<u>S.no</u>	<u>ITEM No</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	
			<u>BAY</u>	<u>COL No.</u>
1	27/B/2001	VACUUM IMPREGNATION PLANT	1	A - 1
2	27/B/2002	VACUUM IMPREGNATION PLANT	1	A - 1
3	27/B/2003	VACUUM IMPREGNATION PLANT	1	B - 2,3
4	27/B/2004	VACUUM IMPREGNATION PLANT	1	B - 1,2
5	27/B/2005	VACUUM IMPREGNATION PLANT	1	B - 1,2
6	27/B/2006	OIL TREATMENT PLANT	1	A - 4
7	27/B/2055	VPI PLANT	1	
8	27/B/2054	VPI PLANT	1	
9	27/B/2080	OIL FILTRATION PLANT	1	
10		PROTABLE OIL FILTRATION PLANT	1	
NEW TRANSFORMER BLOCK				
<u>S.no</u>	<u>ITEM No</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	
			<u>BAY</u>	<u>COL No.</u>
1	6/B/2307	VACUUM DRYING VESSEL	PRCCESS BAY	
2	6/B/2291	12 KL OIL FILTRATION PLANT WITH 60 kl OIL VESSELS	PRCCESS BAY	
3	6/BLE/2001	60 KL OIL STORAGE VESSELE	PRCCESS AREA	
4	6/B/2289	PORTABLE VACCUM PUMPING SYSTEM SR NO VPI/P/12607/2007-08-01	PRCCESS BAY	

5	6/B/2290	PORTABLE VACCUM PUMPING SYSTEM SR NO VPI/P/12607/2007-08-01	PRCESS BAY	
6	6/B/2300	VAPOUR PHASE DRING PLANT	PRCESS BAY	
7	6/B/2354	VAPOUR PHASE DRING PLANT	PRCESS BAY	
<u>CIM BLOCK</u>				
S.NO	ITEM NO.	Ovens / FURNACES		BAY
1	11/B/2050	Ovens electric 16 kw	1	B-29
2	11/B/2255	Furnaces electric 75 kw	2	B-5
3	11/B/2218	Furnaces electric 75 kw	2	B-5
4	11/B/2127	Furnaces electric 75 kw	2	B-6
5	11/B/2217	Ovens electric 75 kw	2	C-16
6	11/B/2064	Ovens electric 75 kw	2	C-16
7	11/B/2062	Ovens electric 75 kw	2	C-16
8	11/B/2063	Ovens electric 75 kw	2	C-25
9	11/B/2241	Ovens electric 75 kw	3	C-18
10	11/B/2237	Ovens electric 76 kw	3	C-26
11	11/B/2247	Ovens electric 75 kw	3	C-27
12	11/B/0156	Ovens electric	3	D-29
13	11/B/0075 A	Ovens electric	3	D-29
14	11/B/0075 B	Ovens electric	3	D-30
15	11/B/2049	Ovens electric 75 kw	3	D-30
16	11/B/2283	Ovens electric 125 kw	5	E-31
<u>TXM & TAM</u>				
LIST OF VPI PLANTS				
S No.	ITEM No.	DESCRIPTION	LOCATION	
			BAY	COL No.
1	5/B/2033	VPI PLANT	2	19
2	5/B/2073	VPI PLANT	2	23
3	5/B/2147	VPI PLANT MICAFIL	3	25
4	5/B/2179	VPI PLANT HEDRICH	3	19
5	26/B/2061	VPI PLANT IMPREX	3	9
LIST OF OVENS & SEASONING PLANTS				

S No.	ITEM No.	DESCRIPTION	LOCATION	
			BAY	COL No.
TAM				
1	26/B/2014	Electric Oven	3	Block 2
2	26/A/2041	Electric Oven	3	Block 2
3	26/B/2027	Electric Oven	3	Block 2
4	26/B/2005	Electric Oven	3	Block 2
5	26/B/2024	Electric Oven	3	Block 2
WINDING TXM				
6	5/B/57 (1 to 7)	Electric Oven	2	Block 9
7	5/B/2061 No. 8	Electric Oven	2	Block 9
8	5/B/2061 No. 9	Electric Oven	2	Block 9
9	5/B/2061 No. 10	Electric Oven	2	Block 9
VPI AREA TXM				
10	5/B/2084 No. 2	Electric Oven	3	Block 9
11	5/B/2145 No. 3	Electric Oven	3	Block 9
12	5/B/2149 No. 4	Electric Oven	3	Block 9
13	5/B/2148 No. 5	Electric Oven	3	Block 9
14	5/B/2151 No. 6	Electric Oven	3	Block 9
15	5/B/2184 No. 7	Electric Oven	3	Block 9
FIELDING TXM				
16	5/B/2172	Electric Oven	1	Block 9
17	5/B/2173	Electric Oven	1	Block 9
COM & CORE TXM				
18	5/B/2153	Seasoning Plant	2	Block 9
19	5/B/2154	Seasoning Plant	2	Block 9
20	5/B/2177	Seasoning Plant	2	Block 9
21	5/B/2178	Seasoning Plant	2	Block 9
22	5/B/2167 No. 13	Electric Oven	2	Block 9
23	5/B/2168 No. 14	Electric Oven	2	Block 9
24	5/B/2169 No. 15	Electric Oven	2	Block 9
ASSEMBLY				

25	5/B/2175	Electric Oven	Cross Bay	Block 9
26	5/B/29	Electric Oven	Cross Bay	Block 9
<u>LEM/IMM</u>				
1	3/B/2041	VPI PLANT	BLOCK-2	BAY-9
2	3/B/2042	OVEN	BLOCK-2	BAY-9
3	3/B/2069	FURNACE	BLOCK-2	BAY-9
4	4/B/2086	VPI PLANT	BLOCK-2	BAY-5



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- 1.0 DEFINITIONS:** The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.
- 1.1 'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM'** shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS'** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT'** shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities
- 1.7 'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.
- 2.0 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.
- 3.0 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 three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.
- 4.0 Earnest Money : (Value As per NIT)**
- 4.1** Bidder has to submit Earnest Money Deposit (EMD) of the prescribed amount, through Online e-payment to BHEL-Bhopal / One time EMD submitted in Bharat Heavy Electricals Limited, Bhopal. The value of One time EMD is Rs.5 lakh/-.
- 4.1(a)** EMD can also be accepted in the form of FDR 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)
- 4.1(b)** EMD amount in excess of ₹ 2 lakh may also be accepted in the form of BG.
- 4.2** In the case of unsuccessful bidder, the EMD will be refunded, generally within 15 days of the acceptance of award of work by the successful bidder.
- 4.3** The EMD of the successful bidder will be retained towards part of Security Deposit.



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- 4.4** BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- 4.4(a)** After opening of tender, revokes / withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions.
 - 4.4(b)** Fails to start the work within the period as per LOI, contract / within the period As per LOI/contract as mentioned in NIT.
- 4.5** No interest shall be paid by BHEL on EMD.
- 5.0 Offer submission in response to invitation:** An offer, each page duly signed by an authorised person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT. Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present. No any escalation / additional / overtime/ waiting charges will be paid other than the quoted rate. An offer will be treated as invalid **offer** if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or overwritten, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer. Validity period of an offer shall be **up to six months** after the submission date.
- 6.0 Security Deposit: (Pl. Refer cl. 5.2 of Works Policy 2016)**
Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit as follows:-
- 6.1** The amount of Security Deposit, effective as on date: **@3% of the contract value.** EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. It may be deposited through online e-payment to BHEL-Bhopal / Other modes. (Pl. refer BHEL works policy to know about other modes of payment).
- 6.2** At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. 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. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.
(Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, 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).
- 6.3 Return of Security Deposit:** The Security deposit shall be refunded to the firm, **only after minimum one month**, of successful completion of the contract with fulfilment of all contractual obligations as per terms of contract and after producing "Clearance and No Dues Certificate" from the concerned executive.
- 6.4** No interest shall be paid by BHEL on Security deposit.
- 7.0 Agreement signing:** 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.

**8.0 Responsibilities of the firm:-****8.1 General Responsibilities:-**

- a) The firm shall follow all the statutory compliances as mentioned in the **annexure-I** and all the prevailing Industrial/Labour laws/ Govt. laws, as amended from time to time.
- b) The firm shall pay all taxes, fees, license charges which may be levied him or otherwise as deemed fit.
- c) The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. 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.
- d) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.
- e) **Gate Pass** for entry into BHEL Factory would be required for all the persons deployed by the firm. The firm shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same.
- f) Firm shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise :-
- I. Measure of work (or attendance) for which worker is entitled for wages.
 - II. Wages paid,
 - III. PF and ESI deduction from each worker,
 - IV. PF and ESI contribution by firm,
 - V. Whether monthly wages slip received,
 - VI. Signature of worker.
- One copy of wages record shall be furnished every month, for inspection purpose, of various labour authorities. Firm shall preserve all such wages records and other records, up to as specified by Labour laws and at least up to the security deposit clearance.
- g) Firm shall furnish the following certificates duly applicable for the working year, whenever desired by BHEL.
- I. Annual returns & inspection certificates of PF and ESI.
 - II. Monthly challans of PF and ESI.
 - III. MP Welfare fund receipt.
 - IV. Annual statement for availed/paid leaves,
 - V. Bonus paid (Form-C & D)
- h) The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

8.2 Technical responsibilities:

- a) Firm shall perform all activities of the enlisted work category, or activities as notified in the Tender, as per directives of BHEL shop engineer.
- b) Only ITI passed workers with min. 1 year experience in the relevant work category shall be deployed to execute the work.
- c) The work shall be done under the full time and complete administrative & technical supervision by graduate engineer / experienced diploma holder / Group leaders appointed by the firm. Group leader shall have ITI passed with min.3 years experience in the relevant work category.
- d) All materials required to perform above activities and other shop equipments / fixtures/tools/crane facility will be provided at free of cost by BHEL.
- e) Working time can be any time during Ist/ IInd / IIIrd shifts as required by BHEL including Sundays & Holidays. Normal working hours in the plant is 8 hours.

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- f) The firm shall complete the allotted work, meeting all norms & safety parameters of Quality Control-TCB/HSE, BHEL and up to the satisfaction of shop executive.
- g) Measurement unit of assigned work shall be generally per technology hours or per weight unit, per MVA, per job, per Crane hours others etc. which shall be notified during bidding invitation.

9.0 Payment terms :

9.1 Payment shall be made, on the Nos. of Preventive maintenance, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) on **Monthly basis**, duly verified by concerned engineer through Measurement book.

9.2 Payment shall be released normally, **within 60 days,(45 days for MSME)** after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.

9.3 GST, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate. Any loss of tax credit due to the reason attributable to contractor shall be recovered from them.

NOTE: Please Refer **Annexure I** for detailed information regarding GST Processing rules against the bill put up by contractor.

9.4 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

9.5 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions. Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

10.0 Penalty: Delay in execution of preventive maintenance from schedule will lead to penalty of 1% of contract value per week up to a maximum of 10% of total contract value.

11.0 Force majeure : (Please also Refer Annexure –K for Compete clause)

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.

12.0 Arbitration: (Please also Refer Annexure –J for Conciliation Proceedings)

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

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



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12.3 The arbitration proceedings shall be held at Bhopal.

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

13.1 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 written permission.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

14.0 'Law governing the contract and court of jurisdiction':

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

15.0 Compensation In Case Of Death/Permanent Incapacitation:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

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

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereof at BHEL factories/ officers 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/ Officers/ townships and premises/ Project Sites.

c) Compensation in respect of each of the victims:

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

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

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

16.0 In order to comply with above **clause 15.0**, contractor may submit an undertaking (**Annexure D**) that, in case they bag the contract, they will fulfil the necessary condition w.r.t. insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his workers before submission of his first running bill. However, if otherwise clause 15.0 as above shall be applicable.

**Annexure D****Undertaking from the Contractor**

I/we..... hereby, undertake that in case I/we get the work order for NIT No:....., I/we will submit insurance cover for work force deployed in the work order issued against the above NIT , in order to comply with clause 15.0 of "General Terms and Conditions" before submission of the first running bill.

Name & Signature of the bidder

(Seal)



SPECIFIC CONDITIONS: - The following shall be specifically considered in execution of contract:-

- 1. Attendance record of contract workers** - "The contractor should maintain an Attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. "

it shall be specifically provided that BHEL reserves the right to reject any labour technically unsuitable

- 2. Wage record of contract workers** - "The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers."
- 3. Compliance of PF/ ESI deductions** - "The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department."
- 4. ESI card based Labour Entry** – "Only those workers shall be allowed entry into Factory premises who have valid ESI card."
- 5. Uniform, shoes & helmet for contract workers-** "In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract."
- 6. Supervision of Contractor labour** – "The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work



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allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility. "

7. Contract labour accidents while at work:-"In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor."

8. Prohibition on influencing and interfering on behalf of contractor-"The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

9. In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.

10. First and Final Bill to be cleared only after submission of Form VI A & VI B:

"Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any). "



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ANNEXURE-I

INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY FOR JOB / WORK / LABOUR CONTRACTS

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 Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
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 Work order no. ----- in ----- (name of department).

Signature of Contractor

PAYMENT OF WAGES

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 in the presence of the authorised representative of contract operating division & representative of HR who 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.....”



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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 the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. 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.

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



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by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

Contract Labour (R&A) Act 1970 and rules 1971.

- Payment of Wages Act.
- Minimum Wages act 1948, M.P. Rules 1958
- Employees State Insurance Act 1948, Rules and regulations 1950
- Employees Provident Fund Act 1952 and Pension Scheme 1995
- Workmen's Compensation Act 1923
- M.P. Industrial Relations Act 1960.
- Factory Act 1948
- Maternity Benefit Act 1961
- Equal Emolument Act 1976
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Inter State Migrant Act.

STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

1. Labour Licence
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.



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STATUTORY COMPLIANCES

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4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, 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 equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept representative.
14. Preferably Uniform to labours different from BHEL employees
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workman, should submit or copy of standing orders.
2. Shall comply with the provisions of Factories Act.

ON COMPLETION OF WORK

Submit PF & inspection report



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SPECIAL CONDITIONS**REV. 00**

(The Special conditions given here under, supersede the relevant terms & conditions given in "General Terms & Conditions and Statutory compliances", where ever applicable).

1.0 (A) Tender submission

Before tendering, the tenderer is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. In case of any query/doubt on the tender specifications, bidder shall contact the concerned authority for clarification before tender submission. No claim will be entertained later on grounds of lack of knowledge.

No **condition/ deviation** w.r.t. terms & conditions of the tender are acceptable.

Tenders can be submitted personally or by courier/post. Tenders submitted by post should be sent preferably as "REGISTERED POST ACKNOWLEDGEMENT DUE/SPEED POST". Tenders should be posted with due allowance for any postal delay. Tenders should be submitted with in due date and time. The tenders received after the due date and time of submission shall be rejected.

(B) The techno commercial bid and price bid, should be enclosed in two different sealed envelopes and each to be super scribed with 'Techno-commercial bid' or 'Price Bid' as case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. Both are to be kept in a bigger envelope and sealed properly and super scribed with following details:

- a. NIT No. & Title of Work.
- b. Bid Opening date & Time.
- c. Bidder's name & Address.

2.0 Technical responsibilities:-

- a) The work shall be done under the complete and full time administrative supervision of the firm. ITI passed or Non ITI workers with at least 3yrs experience in relevant **Skilled Work category in BHEL**, shall be deployed to execute the work.
- b) Payments by BHEL will be made on the basis of total **Preventive maintenance** accomplished by the firm.
- c) Firm has to take responsibility to safe and satisfactory operation as per BHEL-HSE safety norms. Workers have to adhere to safety norms strictly. If any careless / casualty is noticed (at BHEL discretion) in the work, penalty will be imposed on the firm.
- d) Workers / Supervisors have to complete the assigned work and quantity in any combination, as per BHEL directives and up to the satisfaction of shop executive and QC(TCB), BHEL,Bpl. Other wise, the firm may not be paid their contract amount.
- e) Firm shall arrange all equipment's required for personnel safety of the workers as per BHEL- HSE Safety dept. norms.
- f) If any defects are noticed in the work at later stage firm has to take responsibility to repair on short notice at free of cost. Major defects found in the work will be liable for cancellation of contract and penalty at the discretion of BHEL.
- g) No any Additional/ Waiting charges will be made other than normal charges.



- h) Firm has to confirm that they will submit worker's qualification/experience certificates when desired by BHEL. Any such workers who are found deficient in their qualification and performance, will be rejected at the discretion of BHEL.
- i) Firm has to submit Security deposit as per BHEL works policy norms before starting the work and also 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.
- j) The firm has to take responsibility of awareness to all his workers for proper use of materials, machinery/tools etc provided by BHEL.

3.0 The bidder shall follow BHEL norms prevailing for wages to be paid to the Contract workers as flashed by HR-CLC.

A copy of HR-CLC site for wages to be paid, is attached herewith.

"Contractor shall ensure the payment of statutory minimum wages as well as additional wages recommended by BHEL".

"Contractor shall also ensure hike in statutory minimum wages in October month & April month with additional wages recommended by BHEL"

4.0 The bidder has to pay their workers through Bank to ascertain the wages paid after award of work.

5.0 The successful bidder should follow the set guide line of BHEL-HR (CLC), the final bill shall be released only after meeting all the compliances and payment of bonus to the workmen as applicable.

6.0 Rights of BHEL

- a) **The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units.**
- b) If the tenderer furnishes wrong information in his offer, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Security Deposit.
- c) The incomplete/unsigned offers may be summarily rejected. The bidder should submit the complete offer in all respect with duly signed & sealed.
- d) BHEL reserves the right to cancel this tender, at any stage, without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action.
- e) BHEL reserves the right to accept the offers in part or full, cancel the Tender enquiry or short close the contract without assigning any reason.

(The terms and conditions as per **Works Policy -2016** and **latest BHEL/Government Rulings/Amendments** supersedes the relevant terms & conditions given in **Special conditions & "General Terms & Conditions and Statutory compliances"**, where ever applicable)



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REV. 00

LIST OF ACTIVITIES CARRIED OUT

S.No.	Agency by whom awarded	Location of work	Activities performed	Date of completion

Name & signature of the bidder

(Seal)



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SPECIAL CONDITIONS

REV. 00

ANNEXURE – “B”

DECLARATION CUM UNDERTAKING SHEET

I / We, hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification **NIT:** are true and complete to the best of my / our knowledge. I / We have gone through the NIT, “Special Terms & Conditions” “General terms & conditions and Statutory compliances” & “All Other tender documents” in detail and agree to comply with the requirements and intent of specification, without any condition or deviation.

I / We, hereby give undertaking that I / We will submit the Provident fund certificate to BHEL, before deployment of labours and will Comply with all the terms and conditions given in “Tender Documents”.

I/We confirm that none of our group concern or affiliates etc., appears on the list of banned firms /companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of Service Provider/such group concern or affiliate etc. are involved with such company.

I/We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Bhopal or any other BHEL Unit or any PSU/ Government organization.

I / We, further certify that I/we are the duly authorised representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer’s Name & Address:

Name & signature of the bidder
(Seal)



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SPECIAL CONDITIONS**REV. 00****ANNEXURE – “C”****CHECKLIST & SCHEDULE OF GENERAL PARTICULARS**

NOTE: - Bidder shall fill in the following details and no column should be left blank.

1	Name & Address of the Bidder	
2	Fax / Email Address	
3	Phone No. (Office)/ Mobile nos.	
4	Name & designation of the official of the tenderer to whom all the references shall be made	
5	Bidder's proposal No. & date	
6	Whether Tender fee submitted. Pl. give details (on line e-payment details).	
7	Whether EMD submitted (fresh EMD through online/One Time EMD). Pl. give details.	
8	Income tax PAN no., GSTIN	Yes / No
9	Submission of details as per Annexure “A” , “I” , “J” , “K” & “L”	Yes / No
10	Submission of balance sheet & profit and loss account and ITR for last 3years upto Mar-2021	Yes / No
11	Submission of performance certificate with work order copies.	Yes / No
12	Submission of signed and stamped downloaded copy of “NIT”, “Special conditions”, “General terms & conditions” & BHEL norms.	Yes / No
13	Submission of Attested copy of power of attorney if signed by person other than the owner.	Yes / No
14	Submission of Details about type of ownership of the firm	Yes / No
15	Submission of copy of ESI certificates, PF certificate (before deployment of labour), (Labour licence, as applicable, after award of work).	Yes / No
16	Submission of Declaration sheet (in the format Annexure –“B”)	Yes / No
17	Submission Of Undertaking(in the format Annexure – “D” from General terms & Conditions)	Yes / No
18	Submission of Part-II (Price bid) in a separate sealed envelope.	Yes / No

Signature of the Bidder with seal

Rate of wage as applicable from 1/10/2022:

श्रमिकों की श्रेणी	भेल द्वारा अनुशंसित दैनिक मजदूरी की दरें Effective from 01.10.2022 NEW
कुशल	Rs.445
अर्ध-कुशल	Rs.392
अकुशल	Rs.359

Annexure –I
(GST Processing rules against Bills Put up by Contractor)

(The GST processing Rules given hereunder, supersede the relevant terms & conditions given in “General Terms & Conditions and Statutory Compliances” or any other Tender document, where ever applicable).

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of BID. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GST IN shall be clearly mentioned by the Bidder.
3. GST portion of the invoice shall be released only upon :-
 - 3.1 All invoices raised by contractors/ vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
 - 3.3 Receipt of goods/services and Tax Invoice by BHEL and
 - 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal
 - 3.5 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GTS portion will be released only after completion of above activity and on availment of ITC by BHEL.

4. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.
5. Reverse Charge under GST
 - 5.1 In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
 - 5.2 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. TAX Deduction at source

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

Annexure –J

CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

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

Notes:

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

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

The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

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

Annexure –K
(FORCE MAJEURE, RISK & COST CLAUSE)

(The Terms & Conditions given hereunder, supersede the relevant terms & conditions given in “General Terms & Conditions and Statutory Compliances” or any other Tender document, where ever applicable).

1. Force Majeure Clause :

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price”.

2. RISK & COST Clause :

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.

Annexure - L
DECLARATION BY THE CONTRACTOR

I, Sri _____, owner of M/S _____, hereby declare that I do not have any relations, as specified below, in the **Transformer Capacitor & Bushing Group of BHEL, Bhopal.**

I hereby authorize BHEL to cancel my tender, if my statement is found wrong, i.e. if it is found that any of my relatives, as defined below is found to be working in any of the divisions under **Transformer Capacitor & Bushing Group of BHEL, Bhopal.:**

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband

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

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

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

Tenderer's Name & Address:

Name & signature of the bidder (Seal)