



BHARAT HEAVY ELECTRICALS LIMITED, JHANSI
Transformer Field Engineering Services Department
TENDER DOCUMENT

TENDER ENQUIRY NO.: JHS/FES/12/24

DATE: - 06.06.2024

TENDER SPECIFICATION
FOR



Tender enquiry for providing resources like filter machine, vaccum pump , storage tank, hydra, dry air plant, DG set , compressor & dew point meter etc. for attending the punch points at various sites.

ON BEHALF OF

BHARAT HEAVY ELECTRICALS LIMITED,

JHANSI: 284120

TENDER SPECIFICATION NO: JHS/FES/12/24

- **REVISED DATE & TIME OF RECEIPT OF THE TENDER: 05.07.2024 Till 13.00 Hrs.**
- **REVISED DATE & TIME OF TENDER OPENING: 05.07.2024 After 14.00 Hrs.**

Reverse Auction- To Be Done



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Detail of Bidder and Documents to be submitted along with Technical Bid

Please number your documents in continuation with tender documents at bottom (footer) of page.

Sl. NO	Particular	Details	Page. No.
1	Name of the firm		
2	Name of the Proprietor/Partners		
3	Address		
4	Mobile No.		
5	E-mail ID		
Essential Documents			
Sl. NO	Particular	Details	Page. No.
6	Acceptance of Terms & conditions signature on all pages without conditions of contractor	Submitted/ Not submitted	
7	Blank price bid format duly signed by the contractor.	Submitted/ Not submitted	
9	Copy of ESI registration	ESI No.-	
10	Copy of Pan Card	Pan Card No.-	
11	Copy of GST	GST No.	
12	A class Electrical Licence in the name of Contractor's firm with Validity		
13	No Deviation Certificate as per Annexure-D	Submitted/ Not submitted	
14	Copy of ownership form	Submitted/ Not submitted	
15	Receipt of tender fees deposition	Amount- Rs.472/-	
16	Receipt of EMD deposition	Amount-Rs. 1,27,800/-	
17	Copy of Turn Over and Income Tax return for last 03 years FY 2021-2022 FY 2022-2023 FY 2023-2024	Submitted/ Not submitted	
18	Work experience i. Copy of work order ii. Work Completion certificate Relevant TDS/TRACES (in case of Experience in private sector)	Submitted/ Not submitted	
19	Copy of PF registration	PF No.	
20	Self-Declaration	Submitted/ Not submitted	

We will fulfil all the obligations of the contractor and abide by the terms & Conditions mentioned in the enquiry.

Date :-

Signature With Name & Seal



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Date :-

Contractor Signature With Name & Seal



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NOTICE INVITING TENDER





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NOTICE INVITING TENDER

Sl. No.	Particulars	Details
1	Name of the Works	Tender enquiry for providing resources like filter machine, vaccum pump , storage tank, hydra, dry air plant, DG set , compressor & dew point meter etc. for attending the punch points at various sites.
2	Tender Evaluation Criteria	As per tender documents
3	Last date of receipt of tender	(As on page # 1)
4	Date of opening of tender	(As on page # 1)
5	Address for submitting the tender	(As on page # 6)
6	Earnest Money Deposit	Rs.1,27,800/-
7	Tender Fees	Rs. 472/-
8	Reverse Auction	RA will be conducted

Note- EMD may be accepted in the following forms;

- I. EMD shall be accepted through Electronic-Mode in favor of BHEL (NEFT/RTGS/Net Banking).

BHEL account details: Bank Name: - SBI; A/c No.: - 10670828866; IFSC Code: - SBIN0003807 A/c Holder Name: - BHARAT HEAVY ELECTRICALS LIMITED Branch Location-Jhansi.

The contractors may physically visit the work place before quoting their rates. For relevant details, please visit our website “www.bhel.com” & www.eprocure.gov.in.

Note: BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected outright.

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read / complied & agreed to, and each page of the tender offer has been signed & stamped.

(Signature of Authorized person(s))



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Sub.: Tender enquiry for providing resources like filter machine, vaccum pump , storage tank, hydra, dry air plant, DG set , compressor & dew point meter etc. for attending the punch points at various sites.

Dear Sir(s),

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

- **DATE & TIME OF RECEIPT OF THE TENDER:** 05.07.2024 Till 13.00 Hrs.
- **DATE & TIME OF TENDER OPENING:** 05.07.2024 After 14.00 Hrs.
- **PLACE OF TENDER SUBMISSION:** "WORKS CONTRACT TENDER BOX" placed in Tender Room, Administrative Building, Security Gate, BHEL, Jhansi – 284120.
- **Address of on line Tender Submission-** tenderbox.jhs@bhel.in

The details of the work shall be as per the **scope of work mentioned in NIT** . Prices are to be submitted as **Price-bid format (Annexure-A)**. The other conditions and details of tender are as follows:

1. PROJECT:

All Over India

2. DETAILS OF EQUIPMENTS:

Power, Locomotive, Instrument, Dry Type etc.

3.0 SCOPE OF WORK: Providing resources like filter machine, vaccum pump , storage tank, hydra, dry air plant, DG set , compressor & dew point meter etc. for attending the punch points at various sites as per BHEL Intimation.

List of the following resources will be required at site-

Sl.No	Description
1A	Min 10 KL Filter Machine , power supply cable, Hose pipes & operator.
1B	One time transportation cost of filter machine for mobilization and demobilisation at site from nearest place. filter machine should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.
1C	Min 2 KL Filter Machine , power supply cable, Hose pipes & operator.
1D	One time transportation cost of filter machine for mobilization and demobilisation at site from nearest place. Filter machine should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.
2A	Vacuum Pump



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2B	One time transportation cost of vacuum pump for mobilization and demobilisation at site from nearest place. Vacuum pump should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.
3A	Storage Tank of 20 KL
3B	One time transportation cost of storage tank for mobilization and demobilisation at site from nearest place. Storage tank should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.
4	Hydra 14 MT with sling, belts & D shackle and operator & should be arranged.
5A	Dry Air Plant (Due point greater than (-60 °C) connecting pipes & adopters for connection.
5B	One time transportation cost of dry air plant for mobilization and demobilisation at site from nearest place. Dry air plant should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.
6	Due point meter
7	Compressor with connecting pipe & adopter.
8A	Min 25 KVA DG set for oil filtration suitable min. 2-4 kl filter machine with cables with lug for connections . Item for diesel/ fuel is separate .
8B	One time transportation cost of diesel generator set for mobilization and demobilisation at site from nearest place. diesel generator set should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.
8C	Min. 125 KVA DG set for oil filtration suitable for 10-12 kl filter machine with cables with lug for connections . Item for diesel/ fuel is separate .
8D	One time transportation cost of diesel generator set for mobilization and demobilisation at site from nearest place. diesel generator set should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.
8E	Diesel for Generator set

Note: Providing of calibration certificate & load test reports etc of equipments/ T&P and new filters for filtration machine will be in agency scope.



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ANNEXURE-A

4. PRICE BID

Item Sl. No	Description	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	% Calculation with respect to item no.9
1A	Min 10 KL Filter Machine , power supply cable, Hose pipes & operator.	Days	80			20%
1B	One time transportation cost of filter machine for mobilization and demobilisation at site from nearest place. filter machine should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.	1 time for each site	20			12%
1C	Min 2 KL Filter Machine , power supply cable, Hose pipes & operator.	Days	50			5%
1D	One time transportation cost of filter machine for mobilization and demobilisation at site from nearest place. Filter machine should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.	1 time for each site	20			6%
2A	Vacuum Pump	Days	15			2%
2B	One time transportation cost of vacuum pump for mobilization and demobilisation at site from nearest place. Vacuum pump should be arranged within 200 KM range. To & fro charges will applicable considering 200 Km range.	1 time for each site	7			4%
3A	Storage Tank of 20 KL	Days	30			3%



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3B	One time transportation cost of storage tank for mobilization and demobilisation at site from nearest place. Storage tank should be arranged within 200 KM range. To & fro charges will be applicable considering 200 Km range.	1 time for each site	10			8%
4	Hydra 14 MT with sling, belts & D shackle and operator & should be arranged.	Days	50			12%
5A	Dry Air Plant (Due point greater than (-60 °C) connecting pipes & adopters for connection.	Days	30			3%
5B	One time transportation cost of dry air plant for mobilization and demobilisation at site from nearest place. Dry air plant should be arranged within 200 KM range. To & fro charges will be applicable considering 200 Km range.	1 time for each site	10			5%
6	Due point meter	Days	25			3%
7	Compressor with connecting pipe & adopter.	Days	30			4%
8A	Min 25 KVA DG set for oil filtration suitable min. 2-4 kl filter machine with cables with lug for connections . Item for diesel/ fuel is separate.	Days	25			3%
8B	One time transportation cost of 25 KVA Diesel generator set for mobilization and demobilisation at site from nearest place. diesel generator set should be arranged within 200 KM range. To & fro charges will be applicable considering 200 Km range.	1 time for each site	10			5%
8C	Min. 125 KVA DG set for oil filtration suitable for 10-12 kl filter machine with cables with lug for connections . Item for diesel/ fuel is separate .	Days	10			2%
8D	One time transportation cost of 125 diesel generator set for mobilization and demobilisation at site from nearest place. diesel generator set should be arranged	1 time for each site	5			4%



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	within 200 KM range. To & fro charges will applicable considering 200 Km range.					
9	Sum of item 1A to 8D	TO BE QUOTED BY BIDDER ---→				100
10	Diesel for Generator set	Ltrs.	15000		1500000	
11	Total (Sr 9 + Sr 10)	(For Tender Evaluation)				

Rupees in Words

Rupees in figures

Note:

- (1) L1 will be decided based on total price at Sr no. 11 .
- (2) Diesel rate is considered for evaluation, However the Diesel expenditure will be reimbursed based on submission of Diesel procurement slip & Log Sheet dully verified by BHEL.
- (3) Offer to be valid for 120 days
- (4) BHEL may delete, add any activity/activities at the time of order.
- (5) GST will be payable extra as applicable.
- (6) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (7) RA: YES
- (8) Payment will be done as per payment terms & conditions for the items which will be executed successfully at site verified by BHEL officials.
- (9) Contract will be evaluated on overall L1 basis. Contract for above work will be awarded to L1 & other party in the ratio of 60:40 respectively based on counter offer to L2 & other bidders on L1 rates. In-case L2 & other bidders will not accept the offer; then total contract will be awarded to L1 party for above work.
- (10) In case more than one contractor quoted the L1(lowest and technically accepted) rates, L1 shall be decided based discount offered in sealed bid.
- (11) After opening of the tenders if BHEL Jhansi decides to negotiate the tendered should be in a position to depute his representatives at short notice with full authority for negotiating, as well as commercial terms and concluding the contract.

I/We agree with above and all other terms & conditions of the contract.

(Signature of Contractor with Seal)



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8) PQR :

A. Average Annual financial turnover during the last 3 years, ending 31st March'2024 will be Rs. 19.17 Lacs (FOR NON MSME BIDDERS) & Rs. 4.79 Lacs (FOR MSME BIDDERS).

Note- Contract will be evaluated on overall L1 basis. Contract for above work will be awarded to L1 & other party in the ratio of 60:40 respectively based on counter offer to L2 & other bidders on L1 rates. In-case L2 & other bidders will not accept the offer; then total contract will be awarded to L1 party for above work.

The bidders will have to furnish documents of Duly audited financial statement/ Balance sheet and P&L/certificate from CA to be submitted as a supporting document. If all balance sheets/FS are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets/FS by three.

B: Experience:

Work Experience for Non-MSME Vendors: Experience of having successfully completed similar works during last 7 years ending 30/04/2024, details are as below-

- i) 3 similar completed works each costing not less than Rs. 25.56 Lacs.
"Or"
- ii) 2 similar completed works each costing not less than Rs. 31.95 Lacs.
" Or"
- iii) 1 similar completed work costing not less than Rs. 51.12 Lacs.

Work Experience for MSME Vendors: Experience of having successfully completed similar works during last 7 years ending 30/04/2024, details are as below-

- i. 3 similar completed works each costing not less than Rs. 6.39 Lacs.
"Or"
- ii. 2 similar completed works each costing not less than Rs. 7.98 Lacs.
" Or"
- iii. 1 similar completed work costing not less than Rs. 25.56 Lacs.

Experience in similar work means experience in supply of T&P for transformer erection/ repair of transformer, switchyard equipments etc or their maintenance ,execution / Installation & commissioning contract for any electrical equipments (inclusive of supply material)/overhauling contract (Inclusive of supply material)/AMC work of any rating oil filled / Dry Type / Power/Traction Transformer or any electrical equipment's of switchyard/generating stations.

C)Experience in Govt./Public Sector: -

Documentary proof (Copy of WO/PO/LOI and work completion certificate in support of Above eligibility criteria shall be submitted along with techno – commercial bid.

D) Experience in private Sectors: -

Documentary proof (Copy of WO/PO/LOI and work completion certificate along with TDS



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certificate/Traces) in support of above eligibility criteria shall be submitted along with Techno – commercial bid.

E) Taxes & Duties:

a-GST shall be applicable as per prevailing rates on Total Contract Value.

b-All credits applicable in GST shall be suitably passed on to BHEL as per government guidelines in case of credit is not available as denied by GST portal due to improper Documentation or wrong uploading of data by bidder, the same will be recovered from The bidder along with interest, if any.

9) TERMS OF PAYMENT:

- I. Item wise 100 % payment will be done after release of respective item from site.
- II. Work Completion certificate issued by BHEL official for actual resources used at site will be required for release of payments.
- III. The payment will be released within 30 days of completion of work & submission of clear bill in all respect.

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

- 1) Original invoice/Digital signed invoice
- 2) Workmen insurance policy for operator.
- 3) Work Completion certificate issued by BHEL official for actual resources used at site will be required for release of payments.
- 4) Copy of work order
- 5) Copy of contract agreement.
- 6) Copy of security deposit receipt.
- 7) Used Diesel bill receipt & DG log sheet duly signed by BHEL engineer for diesel payment.

11) All the payment shall be made as per BHEL norms and is subject to deduction of Security Deposit and Income Tax at source as per the applicable rules. Security Deposit recovered shall only be refunded after completion of defect liability period.

HSN code /SAC, rate of tax under GST and Applicable GST (IGST, CGST/SGST/UT/GST) and GSTIN shall be clearly mentioned by the bidder on invoice.

Bidder has to give his undertaking that GST portion of the invoice shall be released only upon:

All invoices raised by contractors /vendors must be GST compliant Tax invoices as per GST invoices rules.



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Contractor declaring such invoices in his GSTR-1 or any modified return as notified by government. Also a declaration is to be given that the GSTR 3B has been filed / to be filed in month, year as per provision of GST Act.

Receipt of good /services and tax invoices by BHEL and Confirmation of payment of GST thereon by contractor on GSTN portal.

Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services /goods and /or tax invoices or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from contractor along with interest levied /leviable on BHEL.

Reverse Charge under GST.

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.

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.

Penalty if chargeable from suppliers/ contractors as per NIT, applicable GST will be charged in addition to the same.

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

12) SCHEDULE OF WORK (COMPLETION PERIOD):

- I. Work completion period: The resources will be provided by contractor of each item within 7 days from the date of intimation from BHEL.
- II. BHEL reserve right to execute all activities mention in contract in risk and cost of contractor in case of non- mobilization of resources at site during execution of work.



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13) LD. A sum of Rs. @ 0.5% per week or part thereof for each day of delay in providing resources at site as per BHEL intimation.

The maximum Liquidated Damage (LD) for delay i.e. LD for delay in providing resources at site shall be 10% of the contract price of each item. The Liquidated damaged amount if any, will be recovered from the payment due under the Erection and /or any other means as deemed fit by the BHEL. GST amount will be levied & deducted from contractor bill in respect of LD.

14) BHEL reserve right to execute all activities mention in contract in **risk and cost** of contractor without entitling the contractor to any compensation. Resorting to any, some, all of the action 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 of the business with BHEL etc., in any event of the following-

- a. Contractors repeated poor performance, withdrawal from or abandonment of the work in except in force majeure
- b. Serious lapses in performances disregard of the BHEL instructions.
- c. Insolvency of contractor
- d. Non-fulfillment of any contractual obligations or obligations under the laws.



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15.0

TENDERING PROCEDURE:

The tender shall be accepted and processed as follows:

The Tender shall be submitted in **Two Part Bid** as described below:

15.1 PART-I: (TECHNO-COMMERCIAL BID) : This part shall consist of the following

- i) EMD of amount, equivalent to value as per Clause No. 17.1 below, drawn in favor of "**Bharat Heavy Electricals Limited**" payable at JHANSI shall be enclosed. In the absence of submission of EMD, the offer will be summarily rejected.
- i) Tender Fees of **Rs. 472/-** in favor of "**Bharat Heavy Electricals Limited**" in electronic mode only in favor of BHEL. In the absence of submission of same, the offer will be rejected. GST shall be extra.

ii) Techno-commercial offer comprising of:

- a) Confirmation of Scope of Work, Supporting documents for qualification criteria and other clauses as applicable etc.
- b) Un-priced copy of PRICE FORMAT. The un-priced copy of the Price bid format shall be the same as the Price bid but without the Prices. All the quoted Prices/Rates etc. shall be replaced with the word 'QUOTED' or 'Q', in the un-priced copy.

15.2 PART-II: (PRICE BID)

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



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The Tender shall be addressed to the following:

To,

**THE TENDER ROOM (WORKS CONTRACT TENDER BOX')
ADMINISTRATIVE BUILDING, Security Gate
BHARAT HEAVY ELECTRICALS LTD,
P.O. BHEL JHANSI (UP) 284120**

- 15.3** The tender shall be dropped in the above stipulated tender box positively **before 13.00 hrs on the due date (as mentioned above)**. It will be bidder's responsibility to ensure submission of tender in the designated "Works Contract Tender Box" before expiry of due date and time. Any tender which is received after **13.00 Hrs on the due date and subsequently** shall not be considered and will be returned to the sender. No explanation/ reasoning for late submission/receipt of tender will be entertained.
- 15.4** In case, Bidders wants to deputing their representative at BHEL JHANSI for dropping their offer in the tender box then bidder has to obtain security gate pass for reaching at tender box. In such case, bidders shall have to send personal details to BHEL at least one day in advance for obtaining security gate pass.
- 15.5** Bidders may note that the **Two-Part Bid** of the tender shall be opened in tender room of BHEL Jhansi on tender due date after 14.00 hrs. in presence of those tenderer's who choose to be present.
- 15.6** The tenderer is advised to satisfy themselves for work environments & be acquainted with the actual working and other prevalent conditions regarding organizing resources to various sites across the country prior to submission of tender. No claim will be entertained later on grounds of lack of knowledge.
- 15.7** In case of any query/doubt on the tender specifications, bidder can contact the concerned authority for clarification before tender submission. No modification/ deviation w.r.t. any clause, terms & conditions etc shall be acceptable after opening of tender.
- 15.8** Cost of the Tender documents is **Rs. 472/- (Rupees Four Hundred Seventy-Two only)**, shall be accepted through Electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking/IMPS/UPI). The procedure of tender fee deposit is given below. Tender received without remittance of tender cost will not be considered & will be rejected. GST shall be extra.
- 16.0 EARNEST MONEY DEPOSIT (EMD) :**
- Earnest Money Deposit will be as per the tender documents. EMD is to be paid by each tenderer for securing fulfillment of any obligation in terms of NIT.
- 16.1 Rates of EMD shall be as under:**
- 16.1.1** For works: Rs. 1,27,800/-

The bidder can also opt for submission of one time EMD of Rs. 5 Lakhs which will qualify him to participate in all other tenders. Benefits of MSME certificate will be considered as government norms.



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MODES OF DEPOSIT:

EMD shall be accepted through Electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking/IMPS/UPI etc.). The bank details for deposit of EMD deposit is given in **Clause 18.0 below**.

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

16.2 FORFEITURE OF EMD:

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

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

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

16.3 EMD given by all unsuccessful tenderer shall be refunded.

16.4 EMD shall not carry any interest.

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

17.0 SECURITY DEPOSIT (SD) :

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

17.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful Bidder shall be converted and adjusted towards the required Security Deposit.

17.2 MODES OF DEPOSIT:

The balance amount to make up the required Security Deposit (SD) of 5% of the contract value may be accepted in the following forms:

- i) SD shall be accepted through Electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking). Bank Details of SD deposit is given below.



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17.3 COLLECTION OF SECURITY:

- i) 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.
- ii) If the value of work order at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the contractor or recovered from payment/s due to the contractor.
- iii) The recoveries made from running bills (cash deductions towards SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- iv) EMD of the successful tenderer shall be converted and adjusted against the security Deposit
- v) Security Deposit shall be released to the contractor after a period of 02 year from the date of P.O. & work completion as per NIT/work order & fulfillment of contractual obligations as per the terms of contract. The completion of work as per NIT will be verified by BHEL officials.
- vi) The Security deposit shall not carry any interest.

19.0 Bank details of depositing EMD/SD

EMD/SD/ Tender Fee will be accepted only in electronic Mode, which can be deposited in following account-

For EMD & Tender fees A/c No. **10670828866**, IFSC Code-SBIN0003807,
Name - BHEL JHANSI, Bank-State Bank of India, Branch Location-Jhansi.



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ANNEXURE-B

TERMS AND CONDITIONS

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 Jhansi, – 284120 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2** 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company 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 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.



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2. GENERAL CONDITIONS OF CONTRACT

- I. The agencies which are currently under hold/ban/suspension of business dealing with BHEL and communicated thereof shall not be considered in this tender.
- II. The tenderer has to confirm all clauses of as mentioned above, Deviations, if any, have to be recorded clearly, against the respective serial number. All the documents of the tender shall be signed by tenderer on every page and sent with the offer.
- III. All the quoted prices shall be exclusive of taxes & duties as may be applicable.
- IV. The offer should be valid for minimum of 120 days from the date of opening the bid.
- V. Over run charges shall not be applicable.
- VI. If the tenderer attaches any other conditions in the offer, than due to its implications prices may be loaded to the quoted price during evaluation.
- VII. All tender papers dully filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the Contract.
- VIII. 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.
- IX. Mode of Communications: Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within 3 days of the delivery, even if they have not received / not opened/ having any problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.
- X. All communications shall be made by/addressed to on behalf of BHEL by following officer or his authorized representatives. Any change will be informed time to time.
Sr. Dy. General Manager, Transformer Field Engineering Services Department, Bharat Heavy Electricals Ltd, P.O. BHEL Jhansi at email ID-akhatloiya@ bhel.in



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3.0) SPECIAL CONDITIONS OF CONTRACT:

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

- I. BHEL does not bind themselves to award the work to lowest tenderer or any other bidder. It will be it sole discretion to process or cancel the tender and no reason/explanation shall be given for their decision.
- II. The prices shall be firm and final and shall be quoted strictly in the price-bid format provided in the Annexure-A. Applicable Service Tax shall be paid extra against proof of their deposition in the accounts of government.
- III. The Contractor shall follow all the statutory compliances and all the prevailing Industrial / Labour laws/ Govt. laws, statutory safety clauses as amended from time to time.
- IV. If any urgent work (in respect whereof the decision of the BHEL shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.
- V. The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the customer premises. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- VI. The Contractor shall not sublet, transfer or assign the whole or any part of the work under the Contract.
- VII. The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the Contractor. In case the Contractor does not carry out the Contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, it will be brought to HIS notice first to rectify the deficiency/ anomaly within (15) days failing which BHEL reserves the right to impose the penalty maximum 10% of the Contract price of each item in the and/or terminate the Contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the Contract.
- VIII. Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the Contract without assigning any reason thereof by giving 30 days' notice in writing to the Contractor.
- IX. The cancellation of Contract may be either for whole or part of the Contract at BHEL's option. In the event of termination of Contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the Contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- X. All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Jhansi I in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Hon'ble Court of Madhya Pradesh.



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XI. 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.

XII. The bidder will have to ensure before submission of his bids, that adequate manpower and resources are available at his disposal to be deployed at site in the above given time frame. The final work schedule may vary depending on the prevalent site conditions and customer requirements and may be revised for early completion of respective activities/readiness of charging during the course of execution. These revised targets shall be informed to

Contractor by BHEL time to time. Accordingly, Contractor has to meet such targets set out by the customer/BHEL by augmenting their resources. The Contractor shall have to work in parallel at more than one Transformer/Reactor as may be required during execution of work to meet the targets for readiness of charging set out by the customer and informed by BHEL to Contractor time to time.

XIII. In the event of schedule is delayed for the reason beyond Contractor's control, the Contractor shall keep the provision for continuing the work up to one year beyond above completion period if so considered by BHEL for time extension of Contract Agreement. In such case, the rates as quoted in Price Schedule will be applicable for the extended period.

XIV. BHEL may also increase/decrease the quantity of equipment's/items included in the work content. Pro-rata rates shall be paid to the Contractor for the same.

XV. RIGHTS OF BHEL:

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation: -
Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the Contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the Contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the Contractor.
- d) Assignment, transfer, subletting of the Contract work without BHEL's written permission.
- e) Non-fulfillment of any Contractual obligations or obligations under the law.



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XVI. FORCE MAJEURE:

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

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 party, 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.

XVII. Validity of contract- Validity of contract will be 02 years from the date of P.O.



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ANNEXURE- C

4. INSTRUCTIONS TO CONTRACTOR

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. SAFETY AND DISCIPLINARY ACTION

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the Contractor failing which BHEL will provide safety equipment to such Contractor employees and cost of which including overheads as deemed fit shall be recovered from Contractor bills/dues. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, Contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.
4. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - 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."



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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.

4. 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.

5. JURISDICTION –

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.



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CODE FOR SAFETY MANAGEMENT AT SITES

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

6. GUIDELINES FOR SAFE WORK PRACTICES

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

7. HOUSE KEEPING

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

8. ILLUMINATION

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

9. FIRE HAZARDS/ ACCIDENTS AND THEIR CONTROL

- a) BHEL employees should ensure that first aid fire- fighting equipment, arranged by customer, is available in the vicinity of work place.
- b) Arrangements shall be made to contain sparks generated during welding, cutting or other operations and sparks shall not be allowed to fall down on combustible materials, if any, kept below.
- c) Every scaffold shall be of safe design for the purpose for which it is to be used and shall be of safe and sound constructions and maintained in good conditions.



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- d) Switching off of power supply to welding machines etc. shall be ensured during non-working period.
- e) Rolling & dragging gas cylinder shall be allowed but suitably designed cage system shall be used for lifting of gas cylinders to elevated work locations and also for lowering them.

10. FIRST AID

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

BHEL JHANSI



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ANNEXURE-D

**FORMAT FOR
"NO DEVIATION CERTIFICATE"**

NO DEVIATION CERTIFICATE

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

Signed By :

Name : _____

Designation : _____

Organization : _____

Date & Place : _____

Phone/Fax/Email : _____

Stamp & Seal : _____

(Signature & seal of Bidder)



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ANNEXURE-E

Self- Declaration on Rs. 10 Non Judicial- stamp

1. We are not presently put on hold, suspended, de-listed, banded or black listed by any units of BHEL and other Customers.
2. We have not been booked by CBI and / or indicated by a Court of Law in any criminal case relating to the business during the last 5 years.
3. The above declaration is absolutely true and best of our knowledge.