

**BHARAT HEAVY ELECTRICALS LIMITED**  
**High Pressure Boiler Plant, Tiruchirappalli- 620014**  
**Maintenance & Services Dept. (FB)**

**NOTICE INVITING E-TENDER**

|     |                                  |                                                                                                                                                                                                                                                                                             |       |
|-----|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1.  | Tender Ref No:                   | 9252200023 / 08.04.2022                                                                                                                                                                                                                                                                     |       |
| 2.  | Tender Type                      | Single Tender (Vendor Name: M/s Caterpillar India-Bangalore) or OEM authorized service agent) - Two part (e-Tender-Thru <b>e-PROCUREMENT PORTAL</b> )<br><b>(Bidder shall be OEM or OEM authorized service provider for the caterpillar engines otherwise the offer shall be rejected.)</b> |       |
| 3.  | Name of works                    | Annual Maintenance contract for 2x2000 kVA HT 11kV DG Set for ONE year                                                                                                                                                                                                                      |       |
| 4.  | Location of work                 | VENDOR WORKS.                                                                                                                                                                                                                                                                               |       |
| 5.  | Period of contract               | Twelve months from the date of award of contract.                                                                                                                                                                                                                                           |       |
| 6.  | Earnest Money Deposit Amount     | Rs.2385/-                                                                                                                                                                                                                                                                                   |       |
| 7.  | Contents of Tender Document.     | Part-I - TECHNO COMMERCIAL BID                                                                                                                                                                                                                                                              | Pages |
|     |                                  | NIT & INSTRUCTIONS TO THE TENDERER                                                                                                                                                                                                                                                          | 1-2   |
|     |                                  | A. Techno-Commercial Details                                                                                                                                                                                                                                                                | 3     |
|     |                                  | B. SCOPE OF WORK                                                                                                                                                                                                                                                                            | 4-8   |
|     |                                  | Part- II - Price Bid                                                                                                                                                                                                                                                                        | 9-10  |
|     |                                  | BOQ                                                                                                                                                                                                                                                                                         | 11    |
|     |                                  | <b>Annexure for</b> terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT,                                                                                                                                                                 |       |
| 8.  | Submission of offer              | No physical submission of tender. Tender only to be submitted electronically by logging to e-Procurement portal i.e. <b>https://eprocurebhel.co.in/</b>                                                                                                                                     |       |
| 9.  | Due date for submission of offer | 18.04.2022/ 11:00 Hrs.                                                                                                                                                                                                                                                                      |       |
| 10. | Due date for Tender opening.     | 18.04.2022/ 15:30 Hrs.                                                                                                                                                                                                                                                                      |       |

**SPECIAL INSTRUCTIONS TO THE TENDERER**

**1.EMD CRITERIA:**

- Above EMD amount shall be paid. Bidders registered as MSE (UDYAM) are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit self-attested copy of UDYAM certificate.
- Tenders without EMD/ MSE(UDYAM) proof will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.**
- Mode of Payment of EMD: EMD cover shall contain EMD as mentioned in above table. Mode of Payment of EMD: (a) e-Collect mode (as directed in Commercial T & C) or (b) Banker's cheque/ Pay Order/ DD in favour of BHEL or (c) Fixed Deposit Receipt (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). EMD shall not carry any interest.

- FDR- The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter.
- Bidder has to upload the scanned copy / Banker's cheque /proof of the DD /FDR at the time of online bid submission, otherwise the tender will be summarily rejected. In case of offline payments, the hardcopies of original EMD (i.e. DD/FDR) should be posted/couriered/given in person in a sealed cover super scribing "Name of Work", "Enquiry number & date" before tender opening. In case of Post/courier, it should be addressed to The Sr. Engineer/ M&S Department-Contracts/ 2&4 Building/BHEL-Trichy-620014. Bidder has to ensure delivery of hardcopy to the Buyer within 10 days of Bid End date / Bid Opening date.

## **2. CONTRACT PERIOD AND PLACE OF WORK:**

Duration of the contract: **Twelve months** from the date of award of contract.

Delivery Schedule: The work shall be carried out at **BHEL-Trichy Premises**.

## **3. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule as per scope of work, LD will be levied as follows.

- a) **If the contractor fails to complete the work as per terms & conditions of the order within the delivery schedule, 0.5% of the order value will be deducted from the bill/ recovered from the SD for each week of delay or part thereof.** BHEL may also terminate the contract and forfeit security deposit if delay extends beyond two weeks.
- b) The maximum LD applicable for the contract shall be limited to 10% of the contract value. In case of any amendments / revision, LD shall be linked to the amended / revised PO value.

## **4. PAYMENT TERMS:**

**100% payment will be made after completion of work on pro-rata basis on submission of error free invoice in quadruplicate (4 copies) duly certified by Area In-charge.**

### **Payment Process**

1. Payment shall be made only after submission of invoices, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the penalties/ interest/amount receivable (if applicable) shall be settled before making the payments. contractor shall not have any objection on the same. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made

- Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
- The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
- Any other relevant document which is required from time to time as per BHEL requirement.
- The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- No advance may be paid for operational or any other expenses.
- Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- The cost of services quoted by the bidder shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
- The payment shall be made as per the financial quotes submitted by the bidder and accepted by the BHEL.

**5. Award of work:** The work will be awarded on **Total Package Wise L1 basis**.

6. Kindly refer to applicable tender terms under Section C- Technical Terms and conditions, Section D- OTHER TERMS & CONDITIONS OF CONTRACT.

**PART-I (TECHNO COMMERCIAL BID)****A. Techno-Commercial Details**

| <b>Sl. No</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                       | <b>Vendor to confirm</b> |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1             | The bidder shall be OEM or OEM authorized service provider for the caterpillar engines. The OEM authorized dealer with the offer shall enclose necessary document in support of the same.                                                                                                                                                                |                          |
| 2             | The bidder shall have experience in maintenance of 11kV HT DG Sets and of capacity 1000 kVA or higher for a period not less than one year in the past five years as on the date of opening the tender. Work order copies in support of the same shall be enclosed with the offer.                                                                        |                          |
| 3             | BHEL Vendor Code (If any)                                                                                                                                                                                                                                                                                                                                |                          |
| 4             | Contact Details: Landline /Mobile number:                                                                                                                                                                                                                                                                                                                |                          |
| 5             | E-mail Address for communication w.r.t tender / award of work.                                                                                                                                                                                                                                                                                           |                          |
| 6             | PAN Number (Copy to be Enclosed)                                                                                                                                                                                                                                                                                                                         |                          |
| 7             | GST registration Number (Copy to be Enclosed) <ul style="list-style-type: none"> <li>Offer will be entertained only if the bidder has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.</li> </ul> |                          |
| 8             | Applicable GST in Percentage(%)                                                                                                                                                                                                                                                                                                                          |                          |
| 9             | SAC Code                                                                                                                                                                                                                                                                                                                                                 |                          |
| 10            | Acceptance for Scope of Work as per the tender.                                                                                                                                                                                                                                                                                                          |                          |
| 11            | Acceptance for TECHNICAL TERMS & CONDITIONS & OTHR TERMS & CONDITIONS OF CONTRACT.                                                                                                                                                                                                                                                                       |                          |
| 12            | No Deviation Certificate                                                                                                                                                                                                                                                                                                                                 |                          |
| 13            | EMD/ MSE(UDYAM) No. (Copy to be Enclosed)                                                                                                                                                                                                                                                                                                                |                          |
| 14            | <b>PF Registration</b> (Copy to be Enclosed)<br>To be obtained before start of work if already not registered                                                                                                                                                                                                                                            |                          |
| 15            | <b>ESI Registration</b> (Copy to be Enclosed)<br>To be obtained before start of work if already not registered                                                                                                                                                                                                                                           |                          |
| 16            | BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected. Bidder to confirm.                                                                                                                                                                         |                          |

**SCOPE OF WORK:**

| ITEM NO.  | SCOPE OF WORK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | QTY      | UOM       |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
| <b>10</b> | <b>Maintenance of 2000kVA Engine-1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>2</b> | <b>NO</b> |
|           | <p>Details of Engine:<br/>           Make: Caterpillar<br/>           Engine SI No: 7RN02097<br/>           Engine Model No: 3516B<br/>           Rating: DG-1 2000kVA.</p> <p>Scope of works:<br/>           1.To carry out the scheduled maintenance,<br/>           2.To carryout condition monitoring of Engine,<br/>           3.To attend and rectify minor breakdown/ repair,<br/>           4.To carryout S.O.S &amp; coolant Analysis.</p> <p>Check list to be verified:<br/>           1.Walk around inspection for identifying the leaks and loose connections if any<br/>           2.Checking engine Air cleaner for any dust entry and proper tightness for clamps &amp; mountings,<br/>           3.Checking the condition of batteries,<br/>           4.Check the fuel tank- drain water and sediment,<br/>           5.Check oil level and add if necessary. Calculate the lube oil consumption/ hour,<br/>           6.Check the condition of lube oil &amp; inspect for presence of diesel/ coolant mixing.<br/>           7.Check the log book, calculate average load factor and advise accordingly,<br/>           8.Check the coolant level and add if necessary,<br/>           9.Visually check the condition of belts &amp; proper tightness,<br/>           10.Check the driven equipment for any abnormalities,<br/>           11.Open the tappet cover and inspect the cylinder head components,<br/>           12.Start the engine &amp; observe for any abnormal sounds, leakages, load response, smoke level &amp; breayer fumes.<br/>           13.Apply loads in steps and observe the load response &amp; other parameters of engine,<br/>           14.Any other observation &amp; information's.</p> <p>In addition to the work mentioned above, following checks shall be done when the engines attains the required number hours of operations as per the OEM recommendations:</p> <p>The following check list works to be carried out after 1500hrs operation/ once during the contract period:<br/>           1.Engine: Engine oil and oil filters to be replaced.<br/>           2.Fuel system: Primary fuel filters &amp; secondary fuel filters to be replaced.<br/>           3.Cooling system: Check the condition and performance of the coolant oil and add extender to increase coolant life if required.<br/>           4.Belts: check the condition and performance of the belt and replace the belt if required.<br/>           5.Hose &amp; clamps: Inspect the condition and tightness of the Hose</p> |          |           |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |   |    |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|
|    | & clamps.<br>6.Radiators: inspect the condition and performance of the radiator and clean the radiator free from dirt, lubricants etc.<br>7.Bearing : Apply lubricant ( oil/grease etc) to the bearing as specified.<br>8.Engine : Clean the component free from dirt, lubricants etc.<br>9.Crankcase breather : Clean the component free from dirt, lubricants etc.<br>10.Engine protective devices: Check the condition and performance of the components.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |    |
| 20 | Maintenance of 2000kVA Engine-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2 | NO |
|    | <p>Details of Engine:<br/>         Make: Caterpillar<br/>         Engine Sl No: 7RN02095<br/>         Engine Model No: 3516B<br/>         Rating: DG-2 2000kVA.</p> <p>Scope of works:<br/>         1.To carry out the scheduled maintenance,<br/>         2.To carryout condition monitoring of Engine,<br/>         3.To attend and rectify minor breakdown/ repair,<br/>         4.To carryout S.O.S &amp; coolant Analysis.</p> <p>Check list to be verified:<br/>         1.Walk around inspection for identifying the leaks and loose connections if any<br/>         2.Checking engine Air cleaner for any dust entry and proper tightness for clamps &amp; mountings,<br/>         3.Checking the condition of batteries,<br/>         4.Check the fuel tank- drain water and sediment,<br/>         5.Check oil level and add if necessary. Calculate the lube oil consumption/ hour,<br/>         6.Check the condition of lube oil &amp; inspect for presence of diesel/ coolant mixing.<br/>         7.Check the log book, calculate average load factor and advise accordingly,<br/>         8.Check the coolant level and add if necessary,<br/>         9.Visually check the condition of belts &amp; proper tightness,<br/>         10.Check the driven equipment for any abnormalities,<br/>         11.Open the tappet cover and inspect the cylinder head components,<br/>         12.Start the engine &amp; observe for any abnormal sounds, leakages, load response, smoke level &amp; breayer fumes.<br/>         13.Apply loads in steps and observe the load response &amp; other parameters of engine,<br/>         14.Any other observation &amp; information.</p> <p>In addition to the work mentioned above, following checks shall be done when the engines attains the required number hours of operations as per the OEM recommendations:</p> <p>The following check list works to be carried out after 1500hrs operation/ once during the contract period:<br/>         1.Engine: Engine oil and oil filters to be replaced.<br/>         2.Fuel system: Primary fuel filters &amp; secondary fuel filters to be replaced.</p> |   |    |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |    |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|
|    | <p>3.Cooling system: Check the condition and performance of the coolant oil and add extender to increase coolant life if required.</p> <p>4.Belts: check the condition and performance of the belt and replace the belt if required.</p> <p>5.Hose &amp; clamps: Inspect the condition and tightness of the Hose &amp; clamps.</p> <p>6.Radiators: inspect the condition and performance of the radiator and clean the radiator free from dirt, lubricants etc.</p> <p>7.Bearing : Apply lubricant ( oil/grease etc) to the bearing as specified.</p> <p>8.Engine : Clean the component free from dirt, lubricants etc.</p> <p>9.Crankcase breather : Clean the component free from dirt, lubricants etc.</p> <p>10.Engine protective devices: Check the condition and performance of the components.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |    |
| 30 | Maintenance of 2000kVA Alternator-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 | NO |
|    | <p>Details of Alternator:<br/>           Make: TDPS<br/>           Alternator Sl No: T-01807<br/>           Engine Model No: TD-100<br/>           Rating: DG-1 2000kVA.</p> <p>Scope of works:<br/>           1.To carry out the scheduled maintenance in the alternator,<br/>           2.To carryout condition monitoring of DG Set,<br/>           3.To attend and rectify minor breakdown/ repair in the alternator.</p> <p>Apart form the above works following checks shall be performed:<br/>           1.Walk around inspection,<br/>           2.Cleaning the alternator with the vacuum cleaner,<br/>           3.Checking the bearing sound and temperature,<br/>           4.Checking the voltage for proper stability at no load and load &amp; power factor,<br/>           5.Checking the tightness of live terminals,<br/>           6.Removing the alternator cover and inspect for any loose connections/ damage/ burns etc. Correction if required,<br/>           7.Checking fuses for its healthiness,<br/>           8.Checking the live terminals for its proper clearance and spacing,<br/>           9.Checking the bearings and grease the bearings with proper grade and quantity,<br/>           10.Checking the winding insulation resistance value,<br/>           11.Checking the space heaters for proper operation,<br/>           12.Checking for any abnormal vibration and correct it if required.</p> |   |    |
| 40 | Maintenance of 2000kVA Alternator-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2 | NO |
|    | <p>Details of Alternator:<br/>           Make: TDPS<br/>           Alternator Sl No: T-01784<br/>           Engine Model No: TD-100<br/>           Rating: DG-2 2000kVA.</p> <p>Scope of works:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |    |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |    |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|
|    | <p>1.To carry out the scheduled maintenance in the alternator,<br/>2.To carryout condition monitoring of DG Set,<br/>3.To attend and rectify minor breakdown/ repair in the alternator.</p> <p>Apart form the above works following checks shall be performed:</p> <p>1.Walk around inspection,<br/>2.Cleaning the alternator with the vacuum cleaner,<br/>3.Checking the bearing sound and temperature,<br/>4.Checking the voltage for proper stability at no load and load &amp; power factor,<br/>5.Checking the tightness of live terminals,<br/>6.Removing the alternator cover and inspect for any loose connections/ damage/ burns etc. Correction if required,<br/>7.Checking fuses for its healthiness,<br/>8.Checking the live terminals for its proper clearance and spacing,<br/>9.Checking the bearings and grease the bearings with proper grade and quantity,<br/>10.Checking the winding insulation resistance value,<br/>11.Checking the space heaters for proper operation,<br/>12.Checking for any abnormal vibration and correct it if required.</p> |   |    |
| 50 | Maintenance of Electrical Panels of DG-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2 | NO |
|    | <p>Control Panels of 2x2000kVA DG Set-1 to be checked.</p> <p>1.11kV Switchgear Panel,<br/>2.Neutral Grounding Resistance Panel,<br/>3.Relay Metering Panel,<br/>4.Battery Charging Panel,</p> <p>Following Scope of works for the contractor:</p> <p>1.To carry out the scheduled maintenance of the panels,<br/>2.To carryout condition monitoring of DG Sets,<br/>3.To attend and rectify minor breakdown/ repair in the panels.</p> <p>Checklist to be done:</p> <p>1.Inspection of the control panel for its healthiness/ correctness,<br/>2.Cleaning the control panels with vacuum cleaner,<br/>3.Checking the operation of electrical meters,<br/>4.Checking the operation of relay units,<br/>5.Checking the operation of AMF controller units,<br/>6.Checking the operation of circuit breakers,<br/>7.Checking the tightness of live terminals,<br/>8.Checking the functionality of protection relays.<br/>9.Conducting insulation test for the cables as per the testing procedure.</p>                                                                      |   |    |
| 60 | Maintenance of Electrical Panels of DG-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2 | NO |
|    | <p>Control Panels of 2x2000kVA DG Set-2 to be checked.</p> <p>1.Swithcgear Panel,<br/>2.Neutral Grounding Resistance Panel,<br/>3.Relay Metering Panel,<br/>4.Battery Charging Panel,</p> <p>Following Scope of works for the contractor:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |    |



|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <p>1.To carry out the scheduled maintenance of the panels,<br/>2.To carryout condition monitoring of DG Sets,<br/>3. To attend and rectify minor breakdown/ repair in the panels.</p> <p>Checklist to be done:</p> <ol style="list-style-type: none"> <li>1.Inspection of the control panel for its healthiness/ correctness,</li> <li>2.Cleaning the control panels with vacuum cleaner,</li> <li>3.Checking the operation of electrical meters,</li> <li>4.Checking the operation of relay units,</li> <li>5.Checking the operation of AMF controller units,</li> <li>6.Checking the operation of circuit breakers,</li> <li>7.Checking the tightness of live terminals,</li> <li>8. Checking the functionality of protection relays.</li> <li>9.Conducting insulation test for the cables as per the testing procedure.</li> </ol> <p>Spares required for the maintenance work:<br/>Necessary spares required for the preventive maintenance will be given by BHEL at free of cost to the contractor. Other critical spare (if any) required by the contractor for breakdown maintenance, separate list has to be submitted by the contractor along with the budgetary quote.</p> <p>GENERAL CONDITIONS:</p> <ol style="list-style-type: none"> <li>1.The contractor should engage qualified &amp; experienced service engineers for maintenance work. The total staff proposed for this contract should be mentioned separately for in the offer.</li> <li>2.All essential special tools shall be in the scope of bidder for performing the maintenance activities.</li> <li>3.Proper Safety procedure should be followed by using safety shoes, safety hand gloves etc. as per the instructions while executing the maintenance works in 2000 KVA DG.</li> <li>4.The contractor may specifically note that the scope of work as detailed above are only indicative of the probable nature of work and the entire scope of work is not limited to the information furnished above.</li> <li>5.The following items will be issued by BHEL free of cost at BHEL stores/site. <ol style="list-style-type: none"> <li>(a)To provide consumables, Oil, Preventive Maintenance Spares, Break down spares and scheduled overhauling spares for Engines, Alternators, and Control Panels &amp; Radiator as required.</li> <li>(b)Supply of Fuel.</li> <li>(c)DM water for the engine cooling system.</li> </ol> </li> <li>6.The following facilities will be arranged by BHEL: <ol style="list-style-type: none"> <li>6.1.All necessary basic &amp; hand tools, crane, lifting tackles, waste cleaning clothes, diesel &amp; petrol for cleaning purposes and any other consumables that may be required</li> <li>6.2.Cleaning &amp; Reconditioning of sub-assemblies like Radiator, Oil cooler, After cooler, Heat Exchanger, Battery, switchgear panels, control panels, etc.</li> <li>6.3.Maintenance as per the recommendations of OEM recommendations and periodical maintenance as per schedule.</li> </ol> </li> <li>7.The DG Set is installed near the 110/11kV substation of HPBP/BHEL Trichy.</li> </ol> |  |  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|



**PART-II (PRICE BID)**  
**(FOR REFERENCE ONLY)**

**(No value/ rate shall be quoted here. Quote based on Scope of Work should be given online in xl-format, only in e-Procurement portal)**

**PART-II (PRICE BID)**

| Sl. No   | SCOPE OF WORK                                                          | % ALLOCATION | TOTAL Value (Total one year value of Annual Maintenance contract for 2x2000 kVA HT 11kV DG Set without GST for all tabulated below) |                                                                     |
|----------|------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
|          |                                                                        |              | In Figures                                                                                                                          | In Words                                                            |
| 10 to 60 | Annual Maintenance contract for 2x2000 kVA HT 11kV DG Set for ONE year | 100 %        | Vendor to quote only in online excel sheet in e-procurement portal.                                                                 | Vendor to quote only in online excel sheet in e-procurement portal. |

| Sl. No | Scope of work                            | Qty | UOM | % ALLOCATION |
|--------|------------------------------------------|-----|-----|--------------|
| 10/10  | Maintenance of 2000kVA Engine-1          | 2   | NO  | 17.53%       |
| 10/20  | Maintenance of 2000kVA Engine-2          | 2   | NO  | 17.53%       |
| 10/30  | Maintenance of 2000kVA Alternator-1      | 2   | NO  | 17.53%       |
| 10/40  | Maintenance of 2000kVA Alternator-2      | 2   | NO  | 17.53%       |
| 10/50  | Maintenance of Electrical Panels of DG-1 | 2   | NO  | 14.94%       |
| 10/60  | Maintenance of Electrical Panels of DG-2 | 2   | NO  | 14.94%       |

**(VENDOR SHALL QUOTE ONLY IN e-PROCUREMENT PORTAL)**

**NOTE:**

- 1) The bidder should quote the **LUMP SUM VALUE** and not the individual rates for every item.
- 2) The Quoted price is firm throughout the contract period.
- 3) **GST not to be included in the quoted rate. Other taxes, if any, are inclusive.**
- 4) Detailed scope of work and other terms and conditions are specified in the Part-I - TECHNO COMMERCIAL BID.
- 5) L1 offer will be decided based on **total cumulative L1** value and order will be placed on single contractor

### **ILLUSTRATION FOR ARRIVING THE RATES FOR INDIVIDUAL ITEMS BY BHEL FOR THE TOTAL AMOUNT QUOTED BY THE VENDOR**

In this illustration, assume there are 6 items in the work. The respective percentage allocation is specified below.

| Sl.No. | ITEM No. | Quantity | % Allocation |
|--------|----------|----------|--------------|
| 1      | 10/10    | 2        | 17.53%       |
| 2      | 10/20    | 2        | 17.53%       |
| 3      | 10/30    | 2        | 17.53%       |
| 4      | 10/40    | 2        | 17.53%       |
| 5      | 10/50    | 2        | 14.94%       |
| 6      | 10/60    | 2        | 14.94%       |

Assuming the lump sum amount quoted by the vendor is 1,00,000 /- (One Lakh). Then, the rates for the individual items would be arrived by BHEL as follows:

Amount allocated for item 10/10 would be =  $17.53\% \times 100000$  (Since % allocation is 17.53 % for this item)  
= Rs. 17,530/-

Hence the rate for item 10/10 would be =  $17,530/2$  = Rs. 8765/-

In the same manner the rates for all items would be arrived as follows,

- Item 20 = 8765.00
- Item 30 = 8765.00
- Item 40 = 8765.00
- Item 50 = 7470.00
- Item 60 = 7470.00

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. **Rates so arrived by BHEL shall be final and binding on the contractor.**

Validate Print Help

**Item Wise BoQ**

Tender Inviting Authority:

Name of Work: Annual Maintenance contract for 2x2000 kVA HT 11kV DG Set for ONE year

Contract No:

|                                                    |  |
|----------------------------------------------------|--|
| Name of the Bidder/<br>Bidding Firm /<br>Company : |  |
|----------------------------------------------------|--|

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Rates only )

| NUMBER #             | TEXT #                                                                          | NUMBER #                                                   | TEXT #                |
|----------------------|---------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------|
| ITEM No.             | Item Description                                                                | BASIC rate in Figures To be entered by the Bidder in Rs. P | TOTAL AMOUNT In Words |
| 1                    | 2                                                                               | 7                                                          | 13                    |
| 10                   | Rate for Annual Maintenance contract for 2x2000 kVA HT 11kV DG Set for ONE year |                                                            | INR Zero Only         |
| Quoted Rate in Words |                                                                                 | INR Zero Only                                              |                       |

\*\*\*\*\*

### **C. TECHNICAL TERMS & CONDITIONS:**

#### **1. TERMS & CONDITIONS FOR GEM TENDER BIDDING:**

- a. The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions along with documentary evidences and upload in GeM portal.
- b. All entries in the tender documents should be in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.
- c. Offer should be valid for a period of 80 (Eighty) days from Technical Bid opening date.
- d. Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- e. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- f. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- g. Bid price should be quoted as per the Price Bid format mentioned in GEM tender document. Rates quoted in any other form will not be accepted, and will be rejected.
- h. The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- i. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- j. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- k. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- l. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- m. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- n. Tender can be cancelled at any stage due to unavoidable circumstances.
- o. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

- p. Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- q. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- r. The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.

## **2. PARTICIPATION.**

- a) The Parties who have been suspended or black listed or issued with “Show Cause Notice “by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender.
- b) Other than the bidder None of its group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
  - i. The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

## **3.CRITERIA FOR AWARD OF WORK:**

- a) The evaluation of offer for award of work shall be on the basis of “Total Cost to BHEL/ Net Cash outflow to BHEL after taking into account applicable Taxes and Duties”.
- b) The work will be awarded as per Special term to Tenderer clause – Award of work.
- c) The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL with mutual acceptance.
- d) The Evaluation currency for this tender shall be INR.
- e) The Price that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.

## **4.RATE FINALIZATION**

- a) Lowest prices received against BHEL Tenders need not be acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- b) Tenderers are requested to give their best prices at the first instant itself.
- c) In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

## **5. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT INSIDE FACTORY PREMISES OF BHEL-TRICHY /Vendor WORKS:**

- a) Before quoting the bidders may inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General Instructions, Technical Terms & conditions, General Terms & conditions of Contract, Scope of work, drawings and specifications and all other documents which form part of the agreement to be entered into.

- b) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- c) **Bills should be submitted immediately(within one week) on completion of the billing cycle as mentioned in payment terms with all supporting documents**
- d) BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
- e) 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 on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.

**6.IMPORTANT NOTE:** BHEL reserves the right to short close this work with one-month advance notice due to administrative reasons. BHEL's decision in this regard is final. Under such circumstances payment will be made for on pro rata basis for the service rendered out up to the period.

**7.** Labour licence shall be applicable as per Govt prevailing norms.

## **D.OTHER TERMS & CONDITIONS OF CONTRACT**

### **1. Definition:**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / M&S** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

### **2.Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

### **3.Deviations:**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/M&S. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

### **4.Work to be carried Out:**

The Contract shall include all labour which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5.Assignment of Transfer of Contract:** The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6.Sub-Contract:** *The Contractor shall not sublet any portion of the contract.*

Sign & Seal of Contractor



## **7.Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

## **8. Earnest Money Deposit (EMD) & Security Deposit (SD):**

**Earnest Money Deposit (EMD):** Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy.

**Modes of Deposit:** Payment of EMD should be done in the methods given in "Instructions to the Tenderer".

**Forfeiture of EMD:** EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.

### **General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 30 days of acceptance of the award of work by successful tenderer / expiry of offer validity period

### **Security Deposit (SD):**

The contractor whose tender has been accepted shall, within 15 days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

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

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

### **General Terms related to SD:**

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present ) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due

Sign & Seal of Contractor

or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within 15 days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced. In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed. The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

**Security Deposit has to be deposited within 15 days of LOI/WO. Else may attract the provision of “Suspension of Business dealings with Suppliers/Contractors”.**

EMD&SD is forfeited in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

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 (SBI 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

## **9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - i. Vendor declaring such invoice in Form GST ANX-1
  - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

**Sign & Seal of Contractor**

- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- l) GST and Income Tax levied by the Central Government authorities should be paid by the contractor. The GST will be reimbursed by BHEL as per Government Norms against the payment of the same.

#### **10.Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

#### **11.Contractor's Supervision:**

- a) The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- b) Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- c) The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- d) The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

#### **12.Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

#### **13.Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

#### **14.Cancellation of Contract for Corrupt Acts:**

Sign & Seal of Contractor

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**15. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.  
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.  
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

**16. Cancellation of Contract in Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative.

Sign & Seal of Contractor

- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL.
- d) If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

**17.Termination of Contract on Death of Contractor:** Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**18.Special Power to Termination:** If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out, the respective area HOD shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**19.Recovery from Contractor:** Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**20.Post- Technical Audit of Work and Bills:** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**21.Refund of Security Deposit:** The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**22.Force Majeure Clause:** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

**23.Arbitration:**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity

Sign & Seal of Contractor



or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Tiruchirappalli (the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

**In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

#### **24. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, **as mentioned in tender.**

#### **25. SECRECY OF CONFIDENTIAL INFORMATION:**

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

#### **26. SIGNING OF CONTRACT:**

Sign & Seal of Contractor

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

**27.FRAUD PREVENTION POLICY:** The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

**28.SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

**29.RISK PURCHASE:**

In the event of any successful Tenderer’s failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for ‘Termination of Contract’, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

**30.NOTICES OF ACCIDENTS**

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

**31.SUSPENSION OF CONTRACT:** In the event of non-completion of contract/ un-satisfactory performance reported by the area Executive, resulting in cascading of events leading to impact in a negative way on financial/ safety/ procedures of various sections/ departments, the contract shall be terminated immediately with intimation and action shall be taken against the contractor as per the extant ‘Guidelines for Suspension of business dealings with Suppliers/ Contractors’.

Sign & Seal of Contractor

**32.**The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**33.DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

“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/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 others 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”

**34.Preference to Make in India:**

““For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.”

**35.PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS**

MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UDYAM Certificate. **Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.**

- In case L1 is MSE bidder, 100% of the work will be awarded on the L1 bidder.
- If L1 is non-MSE: (since the work is not splittable) 100 % work will be awarded to MSEs quoting within the price band of L1+15% after acceptance of L1 rate by MSE bidder

**36. INDEMNITY:**

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

**37. PLANT AND EQUIPMENT:-** The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

Sign & Seal of Contractor



## **PART-I E. (EMD/SD PAYMENT INSTRUCTION THRU E-COLLECT)**

### **ANNEXURE-E**

#### **PAYMENT WIDE E-COLLECT**

This explains how to make Payments to BHEL- Tiruchirappalli and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

#### **STEP BY STEP PROCEDURE:**

Login to <https://www.onlinesbi.com>

1. Select SB Collect available on the top ( pre login page ) OR

Go to <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>

2. Accept the terms and conditions and click “PROCEED”

3. Select State “TAMILNADU “and Institution type “INDUSTRY “.

4. Select “BHEL TRICHY under “INDUSTRY”.

5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.

6. If all details entered are correctly populated, click “CONFIRM “to proceed.

7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).

8. SAVE & Keep the copy of receipt for future reference.

#### **HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:**

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)

2. Select State Bank Collect available on the top ( pre login page )

3. Accept the terms and conditions and click “PROCEED”

4. Select “PAYMENT HISTORY “option available on the left side of screen.

5. Using two options as mentioned below, you can get the receipt:

a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.

b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.

6. In the next page, take print out of receipt.

## **F. TERMS & CONDITIONS TO EMPLOYEES ENGAGED BY THE CONTRACTOR**

### **1. Terms & Conditions to Employees by the Contractor:**

- a) The contractor should follow and comply with Minimum wages, ESI, PF, Bonus (@ 8.33 %), Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
- b) Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
- c) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- d) Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
- e) Biometric Entry/Exit System for Contract Workmen:
  - i. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
  - ii. The Contractor initially will be issued with a temporary gang pass for his/her employees for a period of ten days.
  - iii. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
  - iv. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
  - v. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
  - vi. The contractor should educate his employees in registering the attendance through the system.
  - vii. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
  - viii. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
  - ix. If any contract employee loses his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.100/-.
  - x. The Contractor is totally responsible for the biometric cards issued to his/her employee.
  - xi. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.
  - xii. Successful bidders have to submit filled forms forwarded by BHEL HR, i.e. Form-III & Form-VII (shall be given with WO copy) & submit to ALC, Pondicherry for License before commencement of work.

### **2. Payment to employees engaged by the contractor:**

- a) The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

Sign & Seal of Contractor

- b) The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
- c) Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in charge of contract operating department.
- d) Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
- e) The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
- f) No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
- g) The contractor should pay the previous month salary in full to our employees before 7<sup>th</sup> of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
- h) If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- i) The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- j) Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.

Sign & Seal of Contractor