



**BHARAT HEAVY ELECTRICALS LIMITED**  
CORPORATE RESEARCH & DEVELOPMENT DIVISION  
VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)  
FAX : 91 40 23770698

RD:DP:MPX:F-04  
Ref: 652450351

ENQUIRY

Date 12-06-2024

Enquiry for **Job Contract for Electrical Maintenance Works.**

Enquiry No:652450351      Enquiry Date : 12-06-2024      Due Date: 22-06-2024      Indicative Delivery Date : 21-07-2024

Sl.No	Item Description	Unit	Qty
1	Job Contract for Electrical Maintenance Works which includes 33 kV Substation, Telephone Exchange, DG Set and General Electrical Maintenance Works at BHEL R&D.	UNIT	1

Please submit your quotation for the above material in sealed cover superscribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate,BHEL R&D. In case you are not in position to submit the offer,please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Yuva Raju Arepalli  
Manager  
yuvaraju@bhel.in



PRE QUALIFYING CRITERIA(PQC)

Volume - 1  
Enquiry No  
652450351

Job Contract for Electrical Maintenance Works.

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	PQC	As per attached tender document's Annexure -1 , SI No:02.		
2				
3				
4				
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.		

Signature of the bidder with Seal & Date



GENERAL TERMS & CONDITIONS (GTC)







Volume - 1  
Enquiry No  
652450351

Job Contract for Electrical Maintenance Works.

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	<p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.</p> <p>25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.</p> <p>The definition of MSEs owned by women Entrepreneurs is clarified as under:</p> <ol style="list-style-type: none"><li>In case of proprietary MSE, Proprietor shall be woman</li><li>In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.</li><li>In case of private limited companies, at least 51% shall be held by Women Promoters.</li></ol> <p>(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)</p> <p>In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.</p> <p>No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.</p> <p>Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "</p> <p>Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.</p> <p>The sub-categories:</p> <ol style="list-style-type: none"><li>Enterprises owned by Scheduled Castes.</li><li>Enterprises owned by Scheduled Tribes.</li><li>Enterprises owned by other than above two categories</li></ol> <p>The enterprises under (a) &amp; (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction &amp; deviation from above.)</p> <p>If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible &amp; rest of 25% will be awarded to lowest quote of valid MSE supplier.</p>
2	Preference to Make in India	<p>For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class II Local supplier/ Non-Local supplier and purchase preference to Class 1 Local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT.</p> <p>In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT</p>
3	Offer submission (E-procurement)	<ol style="list-style-type: none"><li>This tender is hosted in E-procurement portal (EPS) and offer to be submitted through EPS portal only. Bidders are requested to submit 2 parts bid offer before due date &amp; time of the enquiry through NIC (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) only.</li><li>Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.</li><li>Offer is to be submitted in Two-part bids system (Technical bid + Price bid) in the e-</li></ol>

		<p>procurement portal only.</p> <p>d. Scanned copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal.</p> <p>e. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites:  <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>  <a href="https://www.bhel.com/tender">https://www.bhel.com/tender</a></p> <p>f. Authorization for participation in EPS portal through DSC: e-tender.  participation requirements: vendor shall register their Digital signature certificate (DSC) (Class 3-SHA2-2048 BIT signing and encryption). Suppliers are advised to go through the FAQ available in the web portal. DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on vendor and is valid legally.</p>
4	Details required with offer	<p>Following documents to be submitted by Bidders along with offer:</p> <p>a. PAN Number  b. GSTIN Registration Status  c. Name of the Contact Person  d. Contact Phone / Mobile  e. Email id for correspondence  f. Address with PIN code and State</p>
5	GST Clause	<p>1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulter's end.</p> <p>2) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.</p> <p>3) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.</p> <p>4) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.</p> <p>5) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.</p> <p>6) Invoice should mention GSTIN of BHEL R&amp;D as mentioned in PO/LO Corporate R&amp;D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&amp;D: 36AAACB4146P1ZG</p> <p>7) Supplier shall mention their GSTN registration number in all their invoices 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), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST &amp; UTGST) separately, HSN/ SAC Code, etc.</p> <p>8) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.</p> <p>9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in E-invoice portal &amp; IRN</p> <p>10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.</p>
6	General Terms (additional for CWC contracts only)	<p>a) If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.</p> <p>b) Only Indian Suppliers can participate in the tender.</p> <p>c) The tenderer shall make himself or his representative available at CWC dept. of BHEL Corporate R &amp; D for tender related Clarifications as per written/oral intimation to him.</p> <p>d) The successful tenderer shall make himself available at CWC dept. of BHEL Corporate R &amp; D for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.</p> <p>e) Tenderer shall peruse carefully the instructions provided in NIT terms and conditions and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Technical Bid. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of</p>

		tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering. f) BHEL reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof. g) For this procurement, Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06-2017 ,28-05-2018 and 29-05-2019 and Subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of this contract/ PO/ WO against this NIT. h) The tender is not divisible.
7	Additional PQR terms	BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on Account of noncompliance of PQR terms.
8	Cartelization clause	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.
9	Force Majeure clause	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries
10	Firm Prices	The prices shall be firm for entire period of contract.
11	Restrictions under rule 144 (xi) of the GFR	Submit the Annexure (provided along with enquiry documents) in your company letter head
12	MSE Supplier	<p>MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either valid NSIC certificate or Udyam Registration certificate along with attested copy of a CA certificate (Format enclosed below) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.</p> <p>Certificate by Chartered Accountant on letter head for MSME bidder This                                  is                                  to                                  Certify                                  that                                  M/S _____ (hereinafter referred to as _____company_____) having its registered office at _____ _____.._____is registered under Micro, Small and Medium Enterprises Development Act , 2006 ( MSMED Act, 2006) having Udyam Registration Number No:_____Category:_____....., (Micro/Small/Medium)(Copy enclosed).</p> <p>Further Verified from the Books of Accounts, the investment and turnover of enterprise for the latest audited financial year _____. is as follows:</p> <p>1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ? _____.Lacs.</p> <p>2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ? _____.Lacs.</p> <p>3. The above investment in plant and machinery or equipment is within the permissible limit of ?_____. Lacs and Turnover is within the permissible limit of ? _____.Lacs applicable for_____.. Micro / Small / Medium (Strike off</p>

		<p>which is not applicable) Category under MSMED Act 2006.</p> <p>Date: (Signature) Name  Membership Number  Seal of Chartered Accountant.</p>
13	Conflict of Interest among Bidders/ Agents	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal,</p> <p>or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p>
14	BREACH OF CONTRACT, REMEDIES AND TERMINATION	<p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.</p> <p>In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:</p> <p>(i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.</p> <p>(ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R &amp; D or any other units of BHEL.</p> <p>(iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.</p> <p>(iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.</p> <p>This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.</p>
15	LAWS GOVERNING THE CONTRACT	<p>The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.</p>
16	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION CLAUSE	<p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in BHEL Conciliation scheme.</p>
17	ARBITRATION (WITH SOLE ARBITRATOR)	<p>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, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any</p>

		<p>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. Sole arbitrator to be appointed by Head of Unit-BHEL R &amp; D.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.</p> <p>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 Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or references 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</p>
18	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT	In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes Relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties
19	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
20	Discrepancy in words and figures	<p>(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.</p> <p>(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.</p>
21	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
22	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
23	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry.The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
24	Banned List	<p>The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected.The list of banned firms is available on BHEL website <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p>Guidelines for suspension of business dealings with suppliers/contractors are available on <a href="http://www.bhel.com">www.bhel.com</a> under supplier registration page</p>
25	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
26	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.

27	Arbitration	Subject to the exclusive jurisdiction of the Medchal, Malkajgiri Courts, Telengana State , India , in respect of any suit or other legal proceedings relating to this contract.
28	Fraud Prevention Policy	The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
29	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

**Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder**

**Read and agreed for all the above general terms and conditions**

**Signature of the bidder with Seal & Date**





COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1  
Enquiry No  
652450351

Job Contract for Electrical Maintenance Works.

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	Validity of Offer	90 days from date of techno-commercial bid opening.		
2	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)		

**Note :** All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

Volume - 1  
Enquiry No  
652450351

Job Contract for Electrical Maintenance Works.

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	Price evaluation and Destination	All offers in price bid opening shall be evaluated in Indian currency based on unit price. Destination shall be ,BHEL Corporate R&D, Vikasnagar, Hyderabad-500042.		
2	Interest of delayed submission of Security Deposit	(a) Bidder agrees to submit performance security required for execution of the contract before start of the work/contract. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) 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. (b) Security Deposit of 5% of the contract value may be accepted in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (EFT ACCOUNT NO.: 10202162640 IFSC Code :SBIN0010622 Bank Name :STATE BANK OF INDIA Branch address :BHEL (R&D) COMPLEX, VIKASNAGAR (ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL (iii) 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) (iv) 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) (c) In case of contract with running bills, At least 50% of the required Security Deposit, should be paid before start of the work. Balance of the Security Deposit can be paid @10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is completed. (d) Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below: - The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor. (e) If the value of work done at any time exceeds the		

		<p>contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be recovered from payment/s due to the Contractor (f) If the value of the work done at any time exceeds the accepted agreement value, Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the vendor or recovered from the payments due to him. (g) Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of EMD if any and cancellation of the award of work. (h) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the vendor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL. (i) No interest shall be payable by BHEL on Security Deposit or on any money due to the vendor.</p>	
3	Security Deposit	<p>Successful bidder shall submit a security deposit at the time of release of order and the amount will not carry any interest. The amount of security deposit will be 5% of the contract value. EMD if any of the successful tenderer shall be converted and adjusted towards the required amount of security deposit. 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: (i) Cash (as permissible under the extant Income Tax Act) (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL R&amp;D ? A/c 10202162640. (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iv) 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). (v) 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) (vi) Insurance Surety Bonds (Note: 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)</p>	
4	Payment Terms	<p>Contractor shall submit the bills to BHEL as per the actuals units (as mentioned in Price Bid) consumed, latest by the 10th day of each month. BHEL shall release the payments, on calendar month basis, through NEFT</p>	

		within 30 days from the date of submission of bills. GST portion of the Invoice will be released on submission of proof of remittance of tax to govt. of India. Detailed payment terms are mentioned in clause 7.0 of Annexure 2.	
5	Penalty	(a) If the contractor fails to depute the manpower as per contract start date, contractor is liable to pay penalty at a rate of 0.50 % per week or part thereof for the value of undelivered portion of the contract value subject to a maximum penalty of 10% of the contract value. (b) If the contractor fails to deploy the manpower as per contract /part service/ short supply during the contract without BHEL Permission, the penalty of 1.1 times of base rate of per day salary will be applicable for the short supply.	
6	General	Bidders are requested to read carefully the complete Tender documents and accept all terms and conditions mentioned in tender documents including Annexures. Bidders shall submit filled in Annexures of Tender Documents with sign and seal.	

**Signature of the bidder with Seal & Date**



ITEM SPECIFICATIONS

Volume - 2  
Enquiry NO  
652450351

Job Contract for Electrical Maintenance Works.

SL.No.	Item		
1	<b>Job Contract for Electrical Maintenance Works which includes 33 kV Substation, Telephone Exchange, DG Set and General Electrical Maintenance Works at BHEL R&amp;D.</b>		
	sl no	Descriptions	BHEL Specifications
	1	BHEL Specification.	As per attached tender document.
G	<b>General Specifications</b>		
	sl no	Descriptions	BHEL Specifications
	1	As per attached tender document.	As per attached tender document.

\* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE TOTAL PO VALUE FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD ( Rounded off to nearest month) + 1 MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE AND (90 - X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING ( E&C )	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @( (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE (90-X)% FOR ONE MONTH

				WITH IN 30 DAYS AFTER COMPLETION OF E&C	
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6% ) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ ( SBI BASE RATE ON TENDER OPENING DATE+6% ) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING ( E&C )	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE (90-X)% FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6% ) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS		BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
C	LD CLAUSE		IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% ( HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL
				IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST
				IF AGREED FOR X%	LOADING @ ( 10-X)% OF THE BASIC MATERIAL COST
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS		BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
D	GUARANTEE/WARRANTY PERIOD		STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X)	AGREED	NIL
			MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)

(Compliance to be submitted on the Bidder's Letterhead)  
(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

BHEL enquiry ref:	<b>652450351</b>
Our quotation ref:	

We, The Bidder have read and understood the contents of the office Memorandum & the Order (Public Procurement No. 1) both bearing no. F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (Xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and/or sub-contracting to contractors from such countries.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country **or**, if from such a country, has been registered with the Competent Authority (**strikeout whichever is not applicable**). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]".

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL).

For and behalf of \_\_\_\_\_ (Name of the bidder)

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





Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED\* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:

Fax No.:

Email: 1. 2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern ( mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service  
Category of Enterprise: Micro / Small / Medium  
Social Category : GENERAL / SC / ST / OBC  
Udyog Adhaar Number (UAN):

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year ( 200 - 0 )	
3	Prior Year ( 200 - 0 )	

4.0 NAME AND ADDRESS OF THE BANKER:

- 4.1 Bank Name
- 4.2 Branch name
- 4.3 Account number

4.4 Account Type  
4.5 MICR Code:  
4.6 IFSC Code(RTGS/NEFT):  
4.7 Bank Phone number(s),  
Blank cheque, duly cancelled, to be enclosed.  
Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 **REGISTRATION PARTICULARS**(relevant copies to be enclosd)

5.1 IT Permanent Account No.(PAN):  
5.2 State Sales Tax/VAT Registration No:  
5.3 Central Sales Tax Registration No:  
5.4 ED Registration No:  
5.5 Service Tax Registration No:  
5.6 PF Account No:  
5.7 Labour Licence No:  
5.8 ESI Account No:

6.0 **CONTACT PERSON:** S/Sri:  
Designation: Phone / Mobile No:

7.0 **TOTAL NUMBER OF EMPLOYEES:**

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 **LIST OF PRODUCTS/ SERVICES OFFERED:**

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 **REFERENCE LIST :**  
(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 **INFRASTRUCTURE / FACILITIES:**

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 **REGISTRATION WITH OTHER BHEL UNIT/UNITS:**

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 **ANY OTHER INFORMATION :**

**DECLARATION:**

The information furnished above is true and authentic.

**(CEO / PROPRIETOR)**

**SEAL:**

**DATE:**

---

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

---

**Instructions**

1. Fill all items. Please mention “N.A.” for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.

**Annexure-A (Scope of work)**

**Job contract for Electrical Maintenance works including 33 kV substation, telephone exchange, DG set and general electrical maintenance works.**

<b>1. Scope of work for “33 kV substation”.</b>	
<b>SL.</b>	<b>Description</b>
1	Manning, operation and Maintenance of 33 KV Main Receiving Station and its associated 6.6kV substations at BHEL R&D lab complex, Hyderabad, continuously for 730 days on 24 hrs. x 7days basis.
2	The basic objectives of the contract is to maintain and monitor the 33 KV Main Receiving Station 24 hrs. x 7days basis.
3	Following are the list of items installed at 33 kV Main Receiving Station at BHEL R&D lab complex-
	<ul style="list-style-type: none"> <li>• 33KV 2 pole outdoor structure with equipment – 02 Nos.</li> <li>• Lighting Arrestor – 6 Nos.</li> <li>• AB switches (3 pole) – 4 Nos.</li> <li>• 33KV CTs &amp; PTs</li> <li>• 6.6KV CTs and PTs</li> <li>• 33kV outdoor VCBs – 4 Nos.</li> <li>• Isolator with Earth / grounding switch</li> <li>• 5MVA, 33kV/6.6KV Power Transformer – 02 Nos.</li> <li>• 6.6kV Incomer VCBs – 02 Nos.</li> <li>• 6.6KV Indoor Switchboard Panel consisting of 11 Nos. VCBs</li> <li>• 33KV HT XLPE cables between 33KV panel board and transformers.</li> <li>• 6.6KV HT XLPE cables between transformer and 6.6KV panel</li> <li>• Control Relay Panel consisting of different protection relays.</li> <li>• 110V Battery Bank and float cum boost charger panel.</li> <li>• 414V PDBs</li> </ul>
4	<b>Operations</b>
4.1	Condition monitoring of substation equipment's mentioned in sl. No. 3 and recording data in log book of BHEL.
4.2	Switching ON and OFF of HT Breakers:- During the faults, Substation Breakers are to be switched ON & OFF to feed the supply to concerned departments.
4.3	Switching ON and OFF of LT Breakers: During the faults, Substation LT Breakers are to be switched ON & OFF to feed the supply to concerned departments.
4.4	Switching ON & OFF of capacitor banks to maintain the maximum P.F. Monitor and operate the equipment to suit the requirements.
4.5	Checking the Tripping units: Condition of the tripping units are to be checked once in every shift for effective operation of tripping relays and S/S relays.
4.6	Switching ON & OFF Transformers: Transformers are to be switched ON and OFF to feed the supply to concerned departments whenever breakdown/maintenance problems occur.
5	<b>General Instructions</b>
5.1	It is the responsibility of the successful tenderer to hand over the entire system to the BHEL on completion of the contract period subject to normal wear and tear.

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड, कॉर्पोरेट अनुसंधान और विकास , हैदराबाद -500 042 , भारत**  
**BHARAT HEAVY ELECTRICALS LIMITED, CORPORATE RESEARCH AND DEVELOPMENT,**  
**HYDERABAD-500 042, INDIA**

**(प्रोजेक्ट विभाग - इलेक्ट्रिकल / PROJECTS DEPARTMENT- ELECTRICAL LAB COMPLEX ELX-65)**

5.2	The contractor shall be required to operate with minimum two electrical duty operators in each shift, for all the three shifts where each shift consists of 08 hours, including Sundays & public holidays in the following shifts/timings:
	A Shift -- 06:00 AM to 02:00 PM
	B Shift -- 02:00 PM to 10:00 PM
	C Shift -- 10:00 PM to 06:00 AM
5.3	One Day in a Week will be weekly off for duty operators.
5.4	All the activities in the above shift operations will be supervised and coordinated by BHEL staff.
5.5	The above shift operators are required to be present in their respective shift till the next shift operator reports for duty or continue, if the operator does not turn up with an intimation to shift in charge Supervisor/Engineer.
5.6	BHEL reserves the right to change any operator during the contract period.
5.7	Though the operator is working under the control of contractor, they shall also obey the instructions of the BHEL officials for smooth operations.
5.8	The operator shall be polite and obedient during their shift duties and the contractor shall be responsible for their conduct and behavior.
5.9	In the event of any loss cause to the equipment/men of the BHEL on account of operator, the contractor shall make good the loss either replacement or payment of adjustable compensation.
5.10	Month wise shift duty charts are to be prepared and displayed by the contractor after approval of Engineer in-charge.
5.11	Shift operators are responsible to co-operate with all inspections of the BHEL, CEA and TSTRANSCO/TSSPDCL officials.
5.12	The operators shall strictly follow the conduct rules & discipline of BHEL, Safety precautions, Environmental policies and IE rules etc., during their shift operations.
5.13	In case of failure of TSTRANSCO Power, Diesel Power has to be restored and distribute the power to all important loads in the lab complex as directed by supervisor/Engineer.
5.14	The Contractor has to provide suitable protective gears for internal movement of the operators and protection from rain during round the clock shifts.
5.15	The contractor is wholly responsible for any loss of life or partial disability of any of their Employee while on duty.
5.16	In case of occurrence of any accident/injury of contractor's staff, BHEL will not pay any compensation while they are on duty and contractor has to take care of same under statutory obligation.
5.17	The contractor shall compulsorily obtain adequate Personal/Group insurance for their employees and submit the proof of same to BHEL.
5.18	Under any circumstances, the contractor's staff engaged for the purpose of BHEL's work should not be claimed as part of the BHEL employees.
5.19	The contractor shall maintain the statutory registers for manpower employed.

Presently the above works are being carried out by awarding contract with 06 units (Man days) of skilled manpower per day.

**To carry out the above works require 06 units (Man days) of skilled manpower per day.**

**2. Scope of work for "Electrical maintenance works at lab complex and township including DG set and telephone lines maintenance works"**

There is a 500 KVA DG Set in BHEL R&D, which is in operation to provide backup power to essential departments/buildings like ITX, CTS, HRD, MTL lab etc. For continuous trouble free operation of DG set and backup power distribution, maintenance works needs to be carried out on day to day basis. The works involves assistance/help in checking daily oil level, coolant level, topping up of oil, coolant, trial run, monitoring of loads, load shifting, assistance in cable works & switches replacements in emergency power panels at DG set area and help in DG tank maintenance work etc. For above, a manpower help is required on contract. Presently there is no manpower available for assistance in above works. Spares will be provided by BHEL and repair and maintenance of the DG set will be carried out with the help of services to be provided by the contractor.

More than 650 telephone lines network are installed in BHEL R&D campus. For continuous trouble free working and better utilization of telephone network, maintenance works needs to be carry out on day to day basis. The works involves, assistance in rectification of line faults, help in rectifying day to day complaints, helping in telephone lines shifting & cable works in cabinets, assistance in jumpering work and breakdown works etc. For above works, a manpower help is required on contract. Presently there is no manpower available for assistance in above works. Spares will be provided by BHEL and repair and maintenance of the telephone lines network will be carried out with the help of services to be provided by contractor. To execute the above works around 25 man days per month of one skilled person is required.

Electrical department executes repair and service works of electrical items and fittings for illumination, ventilation and small electrical installations (e.g. fans, tube lights power, distribution boards etc.) in the lab complex. Scope for above works involves checking of healthiness of the system, repair, service and replacement of parts, consumables, cables etc. The work also includes movement of electrical items like panels, switches, sockets, cables etc. between different departments within the lab complex. Electrical department also executes electrical maintenance works for township quarters, medical Centre, maintenance office, club building, LWA building, guest house, ET hostel, pump house, main check post, street lights, 11kV/440 Volts distribution substation, panel room for local distribution and recording monthly electrical meter readings of all the quarter etc. The work involves installation, replacements and rectification of electrical equipment and fittings in quarters and above mentioned areas.

Recently the township quarters have been occupied by the ROD and SSBG Secunderabad units of BHEL and also some of the quarters (C13 to C16) will be converted as transit flat/accommodation. It is also planned to further increase the occupancy of township quarters. Due to above increase in occupancy of quarters and their conversion to office space and official accommodation, electrical maintenance works requires increase in number of electricians to carry out the increased work timely. Also there are emergency electrical maintenance works need to be attended after office hours in residential quarters and official accommodation (Guest house/transit flat).

For above works skilled manpower are required which can be shuffled between lab complex and township and for emergency works also. Supply of all kinds of required tools including cutter, plyer, tester, wire stripper, rubber hand gloves, safety belts, ladder for maintenance shall be in the scope of Contractor.

(प्रोजेक्ट विभाग - इलेक्ट्रिकल / PROJECTS DEPARTMENT- ELECTRICAL LAB COMPLEX ELX-65)

Presently the electrical maintenance work are being carried out by awarding contract with 03 no. of skilled and 02 no. of semiskilled manpower per day. To carry out the above works requires 07 units of skilled manpower per day.

**3. Scope of work for "Electrical works at GSG and PES labs"**

**Scope of work/work description for Transmission System (GSG lab)** - Assembly of GIS components, cleaning of GIS components, test setup assembly for testing of GIS modules, checking of assemblies and subassemblies of various GIS modules.

**Presently the above work is being carried out by with 01 units (Man days) of Semi-skilled manpower per day. To carry out the above works require 01 unit (Man days) of skilled manpower per day.**

**Scope of work/work description for Electrical and Power Electronic Group (PES lab)-**

PCB component handling and storage, PCB soldering and rework, Fabrication of Card Mounting fixtures, Mounting of cards on mounting fixtures, Preparation of specialized cables and their terminations, Panel assembly, Panel internal power & control wiring, Dressing of Cables, External Power wiring, Support during testing of Panel/stacks, Lab maintenance works (rectification of existing auto transformer, Motors, power stack, batteries, solar, etc..

**Presently the above work is being carried out by with 01 units (Man days) of Skilled manpower per day. To carry out the above works require 01 unit (Man days) of skilled manpower per day.**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 1**

**Notice Inviting Tender for “Job contract for Electrical Maintenance works including 33 kV substation, telephone exchange, DG set and general electrical maintenance works” in BHEL R&D.**

**Unit: Corporate Research & Development, (BHEL Corp R&D), Vikasnagar, Hyderabad.**

**INSTRUCTIONS TO THE CONTRACTORS**

**Offers are invited for “Job contract for Electrical Maintenance works including 33 kV substation, telephone exchange, DG set and general electrical maintenance works” in BHEL R&D.**

**Unit: Corporate R&D, Hyderabad-500042 for a Period of Two Year.**

**1. TECHNICAL ACCEPTANCE CRITERIA:**

- a. The Contractor shall have to obtain Labour Licence as on date (If the number of workforce deployed is more than 19) from appropriate government by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL immediately. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies, shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- b. The Contractor should have valid Income Tax PAN Card. Documentary proofs / Xerox copies are to be enclosed along with the Technical Bid.
- c. The Contractor should have valid GST Registration Number (If applicable) and the same to be enclosed with the Technical Bid.
- d. PF Registration
- e. ESI Registration
- f. Vendor shall abide/accept all the terms and conditions of Annexure-1 to 8 and ATC terms and conditions.



**BHARAT HEAVY ELECTRICALS LIMITED**  
CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.  
**PROJECTS DEPARTMENT**

TENDER DOCUMENT

ANNEXURE 1

**2. PRE-QUALIFICATION CRITERIA:**

SL. NO.	ELIGIBILITY CRITERIA	CONTRACTOR'S RESPONSE
1	<p><b>Past Experience of Similar Services:</b> The Bidder must have successfully executed / completed at least One Single Order of Rs. <b>59.14 lakh</b> or Two Orders each of Rs. <b>36.96 lakh</b> or Three orders each of Rs. <b>29.57 lakh</b> for similar service(s) in <b>last Seven (07) years</b> to any Central / State Govt. Organization/ PSU / Public Ltd Company. <b>Copies of Contracts / Work Orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.</b> <b>Similar Services:</b> All works related to Electrical maintenance work, substation maintenance works, Electrical equipment installation/erection/commissioning works, skilled/semiskilled manpower supply for electrical works are considered as similar work. <b>(For evaluation of Order copies ex-GST Order values will be considered)</b></p>	Proof Attached / Not Attached
2	<p>Average Annual Turnover (for last 3 financial year) shall be more or equal to <b>22.18 Lakh</b>. Bidder has to submit audited financial statement of last 3 years / CA certified turn over copy if books are not auditable / form 26AS.</p>	Proof Attached / Not Attached

**3. OTHER INSTRUCTIONS / CONDITIONS:**

- a. The Contractor finalized for the job will have to commence the services on the Date finalized by BHEL.
- b. Before submitting the offer as above, the Contractor, if desires, may visit the premises in order to assess the requirement.
- c. The Part-II Bid containing price bid will be opened only in respect of vendors who are found qualified in Technical Evaluation.
- d. BHEL reserves the right to cancel this tender at any stage without assigning any reason whatsoever.
- e. This tender is non-divisible.

Signature of the Contractor

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

TENDER DOCUMENT

ANNEXURE 2

**TERMS & CONDITIONS**

**1. SCOPE OF CONTRACT:**

**Job contract for Electrical Maintenance works including 33 kV substation, telephone exchange, DG set and general electrical maintenance works, at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad 500042 - as per Schedule of Work (Annexure: 4).**

**2. SPECIFICATIONS OF CONTRACT LABOUR TO BE PROVIDED:**

The Workers will be provided by the Contractor on daily basis, as detailed in the Schedule of Work (Annexure: 4), which shall include the following:

- a. ***The Contractor to provide 06 units of skilled personnel (Electrician) daily for 33kV substation operation. (2 units in each shift with 3 shifts in a day). Apart from that contractor to provide 4 unit of skilled electrician and 03 units of Semiskilled electrician for electrical maintenance works. Each unit to be engaged in a shift of total 8 hours as mentioned in Schedule of Work in Annexure: 4. List of required manpower is given in the table below.***

Category	Electrician
Skilled	10
Semi-skilled	3

- b. **The Contractor shall ensure maintenance of Daily Attendance and all other Registers/Records as per the requirement of applicable Labour Laws / State Government / Central Government / BHEL R&D.**
- c. The Contract Labourers may be called to attend emergency maintenance work after the normal shift. The same will be counted as extra unit depending on the number of hours of work and will be certified by the Engineer-in-Charge.
- d. The Contractor should ensure that all the Contract Labourers posted on the jobs shall perform duty maintaining integrity, orderliness and discipline.
- e. The contractor shall ensure that his workers follow and comply with all BHEL safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any objection or contest or reservation. In case of any difference between statutory requirement and BHEL Safety Rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

**3. CONTRACTOR'S OBLIGATIONS:**

**Towards selection, control and supervision of employees:**

- a) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

- 
- b) Contractor has to ensure that the contract labours are equipped with necessary tools and tackles, instruments and personal protection kits required for performing their day to day job.
- c) Tools & Tackles: Contractor has to ensure that all contract labours (Electricians) are equipped with necessary hand tools and tackles such as cutter, plyer, tester, wire stripper, rubber hand gloves, safety belts, ladder for maintenance etc., and personal protection kits required for performing their day to day works at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or materials
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) **Compensation clause:** 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.
- I. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
  - II. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution , erection and commissioning , services , repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/offices/townships and premises/Project sites.
  - III. 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 further permanent disability: Rs 7,00,000/- (Rs Seven Lakh).
- f) Permanent Disablement: A disablement that is classified as permanent total disablement under the provision to section 2 (i) of the Employee's Compensation Act 1923.
- g) **DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹10.00 Lakhs per individual. The sum assured (₹10.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹10.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a yearly cover, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium for all the workforce during the contract. The Contractor must submit documentary evidence to

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract.

- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- k) BHEL reserves the right to increase or decrease the number of Labour at the same rates and terms and conditions of this contract during the contract period.
- l) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- m) The Contractor must submit Bio-data of all the Contract Labour before commencement of the Contract.
- n) Contractor to provide PF Pass Book to his employees and ensure payment of PF under EPF & Telangana State Govt.
- o) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI Membership No. / Card of each employee.
- p) The Contractor shall comply with all the guidelines, rules and regulations of statutory requirements under Labor Laws/ Rules/Regulations/Notifications in relation to the employment of its personnel from time to time.
- q) The Contractor will also keep watch on their labor and will be held liable for any pilferage/ Loss to the Company by their labor.
- r) In case of misconduct by any of the employee of the Contractor, the matter shall be reported to the Contractor in writing, who shall take immediate action under intimation to BHEL.
- s) In case of theft or loss of property due to negligence or carelessness of employee/labor, the Contractor will be responsible and shall make good the BHEL's loss.
- t) The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- u) The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- v) The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

- 
- w) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time as per the Gazette of Telangana Government on or before 10<sup>th</sup> of every month irrespective of bill payment by the Company.
- x) The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and Regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- y) BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall subcontract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. noncompliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- z) Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- aa) The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor. However, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- bb) CHARACTER VERIFICATION: The contractor should get the character checked of all the workforce deployed by them at the work premises, before engaging & deploying them in BHEL premises. The contractor needs to provide to BHEL a declaration to the effect that there is no case with the Police/Court/Regulatory Authorities against their employee.
- cc) CARE & TREATMENT: Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.

- dd) **IDENTITY:** The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- ee) **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.
- ff) The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.
- gg) Contractor has to ensure that the labours employed under him are following the COVID related protocols as per guidelines issued by State / Central Government Authorities from time to time. Contractor has to provide necessary sanitizer, soaps etc,(cost to be borne by contractor) to his labour to maintain their hands hygiene. In case the contract labour has comes into contact with Covid-19 suspect / positive person or develops any symptoms, contractor has to inform the same immediately to the respective Engineer-in-Charge.

**4. AWARDING OF CONTRACT:**

- a. Contract will be awarded on fulfilling the rules and regulations of the BHEL.

**5. CONTRACT PERIOD & PENALTY:**

- a. **Contract Period:** The contract execution period will be for **Two Year** from the date of commencement of contract.
- b. **Penalty:**
  - i. If the contractor fails to depute the manpower as per contract start date, contractor is liable to pay penalty at a rate of 0.50 % per week or part thereof for the value of undelivered portion of the contract value subject to a maximum penalty of 10% of the contract value.
  - ii. If the contractor fails to deploy the manpower as per contract /part service/ short supply during the contract without BHEL Permission, the penalty of 1.1 times of base rate of per day salary will be applicable for the short supply.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

**6. QUANTITY VARIATION AND EXTENSION OF CONTRACT DURATION:**

BHEL Reserves the right to increase/decrease the quantity mentioned in the tender.

**7. PAYMENT TERMS:**

- a. **BHEL shall reimburse the Monthly Basic, VDA, BHEL Addl pay, Adhoc Pay (Uniform, stitching charges, Shoes, cap/badges), PF, ESI, Bonus, Paid Leave and holidays along with Service Charges** as per the Minimum Wage Structure of Telangana State Government prescribed and revised from time to time (As mentioned in Price Bid). Charges incurred towards bonus, uniform, shoe/chappal by the contractor shall be reimbursed as per the rates fixed in Annexure-3 after submission of proof of payment to workmen and subject to certification by the Projects Department.
- b. Over and above reimbursement of wages, BHEL shall also reimburse Contractor Service Charges as quoted by the Contractor and applicable GST, subject to documentary evidence.
- c. “Service Charge” Quoted by the bidder should consider all cost elements like Financing Cost, Cost of Maintenance of Accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. Quoted price by the bidder must keep in view the prevailing applicable minimum wages of the Telangana Government. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc. in the quoted price.
- d. **The monthly Contractor service charges shall remain firm during the contract period including the extended period, if any.**
- e. Contractor shall submit the bills to BHEL as per the actuals units (as mentioned in Price Bid) consumed, latest by the **10<sup>th</sup> day of each month**. BHEL shall release the payments, on calendar month basis, through NEFT within 30 days from the date of submission of bills.
- f. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise, the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
- g. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- h. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

- 
- i. While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.
  - j. The Contractor shall positively make the payment of the wages to his employees on or before **10<sup>th</sup> of every month** and should **NOT depend on BHEL payment** for this. However, no interest payment shall be made for delay in making payment.
  - k. The Contractor shall submit the monthly bills along with following documents: **Separate E-Challan in proof of depositing the salary into the Bank Accounts of personnel deployed, Salary / Wage Register reflecting PF & ESI etc. deductions, GST Payment Certificate, Employee' State Insurance Corporation (ESIC) Contribution, proof of depositing of amounts towards PF, etc. in respect of Labor deployed at BHEL offices only.**
  - l. All Invoices shall indicate Letter Order Number for processing payment.
  - m. All payments shall be released by RTGS/EFT as per Contractor's Bank details within 30 days of receipt of Bills/ Invoices.
  - n. No advance will be paid for the Contract by BHEL.
  - o. Three copies of INVOICE with original signature to be submitted every Month on completion of work.
  - p. The monthly Contractor service charges shall remain firm during the contract period including the extended period, if any.
  - q. BHEL will not be responsible for payments other than the mentioned in Price Bid. Contractor shall be responsible for payment of gratuity and other statutory payments as per labor laws.
  - r. No price variations in the Rates as agreed upon will be allowed during the period of Contract except the increase/decrease of D.A/minimum wages due to revised wages as declared from time to time by the State Government and whenever the GST/or any other statutory payments are revised by the Government.
  - s. The Contractor should also ensure that the Statutory Dues as per the existing provision of various Labor Laws, Rules and Regulations, issued from time to time, (like ESI/PF, etc.) are deposited within the specified period to the concerned Government Authorities. All payments of these statutory dues in respect of deployed in BHEL are to be settled by Contractor and BHEL shall in no manner be responsible for any dispute in this regard. Any statutory variation in the rates of said deposits shall also be admissible during the tenure of the contract. Further, the Contractor shall submit the evidence of deposit of EPF / ESI on monthly basis during the course of the contract.
  - t. Gratuity-The contractor shall be liable for payment of gratuity under payment of gratuity act 1971 and the amendments/rules made there under.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

- 
- u. The payment under this contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service Charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in Annexure-4 after complying / ensuring all the statutory / contractual obligations.
- v. The Contractor shall raise the bill, in triplicate, along with all the necessary documents to BHEL on monthly basis.
- w. The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only) of preceding month generated by EPFO /ESI Portal/Authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements.
- x. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department.
- y. Contractor have to submit an **Indemnity Bond** in the prescribed form along with the final bill that No wage payment, bonus payment, statutory payment or any other payment to contract workers under minimum wage act, workmen compensation act, bonus act or any other relevant act is pending. It shall also be declared that all the applicable PF and ESI contributions w.r.t. worker's monthly wage is deposited. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- z. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including Weekly Off Day(s), National Holidays, PF, ESI, Bonus etc.
- aa. **BONUS:** The contractor shall be liable to pay statutory bonus under The Payment of Bonus Act 1965 and submit proof of disbursement. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

provisions of The Payment of Bonus Act 1965 and The Payment of Bonus Amendment Act-2015. (Same is considered in wage structure sheet Annexure – 3).

- bb. **UNIFORM:** The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor. (Same is considered in wage structure sheet Annexure – 3).

Sl.	Item	Qty.	Periodicity	Time of Issue	Uniform Articles for
1	Stitched Uniform	02 Set	Once in a Year	1st Month of the Contract	Male
2	Safety Shoes	01 Pair	Once in a Year		

- cc. **ACCOMMODATION:** If company quarter/s are provided to the employees of the contractor, the monthly rental/s and other charges will be recovered from the monthly running bill.

**8. TERMINATION OF CONTRACT:**

- In case, the services rendered are found to be unsatisfactory, BHEL reserves its right to terminate the services of the Contractor at any point of time, without assigning any reason.
- The contract can be terminated by giving **one-month** notice in advance by any party. No notice will, however, be required if the contract comes to end on the specified period and it will stand automatically terminated.
- The contract may be terminated by BHEL, in case the Contractor fails to fulfil the terms and conditions of contract agreement by giving one months' notice to contractor.

**9. LEGAL CONDITIONS:**

- The information gathered by outsource staff during course of their work shall not be divulged to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Contractor as well as the person concerned liable for penal action under IPC, Cr. PC or any other relevant provision besides, action for breach of contract.
- The Contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages payable to all workers under the Minimum Wages Act, Provident Fund

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

- 
- and Employees State Insurance etc. in respect of the persons deployed by it at BHEL premises. BHEL shall have no liability in this regard.
- c. The Contractor shall also be liable for depositing all statutory payments etc. on account of service rendered by it to BHEL, to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
  - d. The Contractor shall maintain all statutory registers under the Law. The Contractor shall produce the same on demand, to the concerned authority of BHEL or any other authority under Law.
  - e. The Tax Deduction at Source (TDS) shall be done as per the provisions of income Tax Act Rules, as amended from time to time and certificate to this effect shall be provided to the Contractor by BHEL.
  - f. The Contractor should arrange for all required permits, licenses, etc., at his own cost.
  - g. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get self-reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms.
  - h. BHEL reserves the right to withdraw / relax any of the terms and conditions mentioned, so as to overcome the problem encountered at a later stage.
  - i. In case of the death of contractor (under proprietorship), without prejudice to any of the rights or remedies under the contract, BHEL shall have the option of terminating the contract without compensation to the contractor's legal heirs/ successors.
  - j. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by BHEL besides annulment of the contract.
  - k. In case of violation of any legal and/or contract stipulations, BHEL reserves the right to terminate the contract and forfeit the Security Deposit under the contract in addition to recovery of the monetary impact due to such violation, if any, from any of the payable amount under the contract or any other contract with BHEL.
  - l. 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 any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
  - m. All the statutory requirement under the
    - i. Minimum Wage Act 1948
    - ii. Factories Act 1948
    - iii. Payment of Wages Act 1936
    - iv. EPF Act and MP Act 1952
    - v. Payment of Gratuity Act 1972
    - vi. ESIC Act 1948
    - vii. Contract Labour (R&A) Act 1970
    - viii. Payment of Bonus Act 1965
    - ix. Income Tax Act, GST Act, Industrial Dispute Act 1947 and the other applicable act and rule there under shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

non-compliance of any of the applicable laws shall be the responsibility of the contractor.

- n. **REGISTERS AND RECORDS AND COLLECTION OF STATISTICS:** All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of fifteen kilometres. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

**Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:**

- i. Employee Register in FORM- A.
- ii. Wage Register in FORM- B.
- iii. Register of Loan / Recoveries in FORM- C
- iv. Attendance Register in FORM- D.
- v. Employment Card in FORM – XII
- vi. Copies of Wage Slips in FORM – XIX.
- vii. Copies of Half-Yearly Returns in in FORM – XXIV.

**Employee State Insurance Act, 1948:**

- i. Register of Employees in FORM-6
- ii. Accident Book in FORM-11

**Employees Provident Fund & Miscellaneous Provisions Act, 1952:** The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

**The Payment of Bonus Act, 1962:**

- i. Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
- ii. The contractor shall send a return in FORM – D to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

**The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:**

Ministry of Labour & Employment has since notified “Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017” on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- i. Employee Register – FORM A.
  - ii. Wage Register – FORM B.
  - iii. Register of Loan/Recoveries – FORM C.
  - iv. Attendance Register – FORM D.
- o. The contractor should ensure issuing of employment card to his laborers at the time of commencement of work and one-month advance if retrenchment in accordance with section 25F of ID Act.
- p. The contractor will be liable to ensure that the contract labours arranged are physically and mentally fit and do not have any criminal record and such employees possess the requisite skill proficiency, qualification, etc.
- q. The above guidelines are only suggestive and not exhaustive. The contractor will have to comply with all applicable statutory provisions, as applicable under extant legislations/ rules.

**10. ARBITRATION:**

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties in relation to Interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matter, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Company).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Hyderabad.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., the following clause shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes Relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

**11. LAWS GOVERNING THE CONTRACT:**

The Order/contract shall be exacted and governed by the laws of India and the Courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 2**

---

**12. JURISDICTION OF COURT:**

Courts at Hyderabad shall have jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

**13. DEFAULT /BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Signature of the Contractor

**BHARAT HEAVY ELECTRICALS LIMITED**  
CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 3**

**PRICE CALCULATION SHEET**

**Annexure: 3**

Wage details (For each man days)		Amount (Rs.)		
Sl. No.	Description	Skilled	Semi-skilled	Remark
1	Basic Pay	4456.00	3734.00	Per month
2	VDA as on 01.04.2024	8208.80	8208.80	Per month
3	Addl. Pay by BHEL (HR IOM Dt. 10/10/2018)	4100.00	3700.00	Per month
4	Minimum Monthly Wage (Sum of Sl No 1 to 3)	16764.80	15642.80	Per month
5	<b>Minimum Daily Wage {(Sl No 4)/26}</b>	<b>644.80</b>	<b>601.65</b>	Per day
6	<b>PF Employer Contribution @12% (of Sl No 5 or of 15000/26 if SL No 4 is &gt; 15000)</b>	<b>69.23</b>	<b>69.23</b>	Per day
7	<b>EDLI 0.5% (of Sl No 5 or of 15000/26 if SL No 4 is &gt; 15000)</b>	<b>2.88</b>	<b>2.88</b>	Per day
8	<b>EPF Administratvie Charges @ 0.5% (of Sl No 5 or of 15000/26 if SL No 4 is &gt; 15000)</b>	<b>2.88</b>	<b>2.88</b>	Per day
9	<b>ESI Employer Contribution @3.25% (of SL No 5)</b>	<b>20.96</b>	<b>19.55</b>	Per day
10	<b>Bonus @ 8.33% (Basic+VDA)</b>	<b>40.58</b>	<b>38.26</b>	Per day
11	<b>Optional Allowances 1 (Scale and Safety Items)</b>			
12	2 Pairs of Uniform per Year @ Rs 1200/- for 1 Year	1200.00	1200.00	Per year
13	Stitching Charges @ 600 Per Year	600.00	600.00	Per year
14	1 Pair of Shoes / Chappals @350/- for 1 Years -i.e. Rs.350 per Year	350.00	350.00	Per year
15	Cap & Badge @Rs.75/- per Year	75.00	75.00	Per year
16	Total Optional allowances 1/ Safety Items Cost per Annum (Sum of SL No 12 to 15)	2225.00	2225.00	Per year
17	<b>Total Optional allowances 1/ Safety Items Cost per day {(SL No 16)/304} Subject to max 2225 per year</b>	<b>7.32</b>	<b>7.32</b>	Per day
18	<b>Optional Allowances 2 (Paid leaves/Holidays)</b>			
19	Paid Leaves {15 Days (300/20) per Annum} amount per annum (15 x Sl No 5)	9672.00	9024.69	Per year
20	Paid Public Holidays (09 Days per Annum) amount per annum (09 x Sl No 5)	5803.20	5414.82	Per year
21	Total Optional allowances 2/ Paid leaves-holidays per annum (Sum of SL No 19 & 20)	15475.20	14439.51	Per year
22	<b>Total Optional allowances 2/ Paid leaves-holidays per day {(SL No 21)/304}</b>	<b>50.91</b>	<b>47.50</b>	Per day
23	<b>Optional Allowances 3</b>	<b>NIL</b>	<b>NIL</b>	
24	Charges per man-day (Inclusive of Wages, EPF, ESIC, EDLI, Bonus, etc) exclusive of GST	<b>839.56</b>	<b>789.28</b>	Per day
25	<b>Total number of man-days required during contract period</b>	<b>6,812.00</b>	<b>1,824.00</b>	Man days

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 3**

26	<b>Total Estimated value (Excluding Service Charges Excluding GST)</b>	<b>5,719,058.28</b>	<b>1,439,646.73</b>	
27	<b>Sum total</b>		<b>71,58,705.02</b>	
28	<b>GST@18%</b>		<b>12,88,566.90</b>	
29	<b>Total Estimated value for the line item including GST</b>		<b>84,47,271.92</b>	
1). Rates (at point 1 &2) are variable subject to TS Govt.Gazette. (P.F @13% + ESI 3.25%, + 15 days paid leave+09 paid BHEL holidays +Bonus @ 8.33% Per annum & variable subject to Norms. 2). Charges shown for Uniform, stitching, Shoes, socks, Cap, badge are fixed. 3). Work carried out in 8hrs = 1 Unit. 4). No. of Units of work required per day = 13 Units (10 skilled + 2 semi-skilled 5). No. of Units for one Year = 6812 + 1824 Units = 8636 Units.				

Signature of the Contractor



**BHARAT HEAVY ELECTRICALS LIMITED**  
CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500 042, INDIA.  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 4**

**Schedule of Work**

Sl. No.	Description of Worker	No of unit per day (a)	No of days of duty (b)	Total no of units (a)*(b)	Unit
1	<u>Electrician for 33kV substation operation – Skilled Worker</u> Scope of work –As per Annexure-A, Sl.No.1 (Scope of work for " 33 kV substation)	06	730	4380	Man days
2	<u>Electrician - Skilled worker</u> Scope of work –As per Annexure-A, Sl.No.2 and 3	04	608	2432	Man days
3	<u>Electrician – Semi Skilled worker</u> Scope of work –As per Annexure-A, Sl.No.2 and 3	03	608	1824	Man days

Supply of all kinds of required tools including cutter, plyer, tester, wire stripper, rubber hand gloves, safety belts, ladder for maintenance shall be in the scope of Contractor.

Signature of Contractor

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500 042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 5**

---

**DECLARATION**

I/We hereby declare that I / We have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the Police / Court against our firm / partner or the company.

Name, Signature & Seal of the Contractor

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 6**

**CONTRACTOR'S DETAILS**

Name of the Contractor / Party / Firm	
Address of the Registered Office	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	

Signature & Seal of the Contractor

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 7**

---

**NEFT FORMAT**

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank Address	
IFSC CODE of the Bank	
Beneficiary Account Number	
Email ID	
PAN	

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT Credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Enclosure: Photocopy/Cancelled Copy of One Leaf from Cheque Book for the Codes required above.

Thanking You,

Yours Sincerely

Signature:

Name:

Designation:

Company Seal:

Date:

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**ANNEXURE 8**

---

**OTHER COMERCIAL TERMS:**

**Additional Security Deposit Terms:**

- (i) Security deposit for this contract is 5 % of total contract value.
- (ii) Bidder agrees to submit performance security required for execution of the contract within the time period mentioned.
  - a) In case of delay in submission of performance security, enhanced performance security which would include interest (Repo Rate + 4 %) 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 defined in NIT /Contract, from the bills along with due interest.
  - b) In case of contract with running bills, atleast 50% of the required Security Deposit, including EMD, should be paid before start of the work. Balance of the Security Deposit can be paid @10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required Security Deposit is completed.
  - c) Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below.

The Security Deposit will be released along with the final bill or after completion of maintenance period of the work, whichever will be later, subject to the condition that nothing is outstanding against the contractor.
  - d) If the value of the work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be recovered from the payment/s due to the contractor.
- (iii) An agreement on Rs.200/- non-judicial stamp paper has to be submitted by the L1 vendor before start of the work as per below format.

Signature & Seal of the Contractor

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**DRAFT AGREEMENT FORMAT**

**AGREEMENT**

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 042 hereinafter called “the Company” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and as signs herein after called First Party) of one part and -----  
----- (hereafter called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide LO No. ----- (hereinafter called “Contract”) for the work-----  
-----, site at Vikasnagar, Hyderabad-42 of Bharat Heavy Electricals Limited, Corporate Research and Development Division, situated approximately 9 KMs west of Secunderabad City, more particularly described in the schedule including drawings and specification attached herewith on -----  
“Contractor”) and the said contract made for the above said work.

AND WHEREAS the contractor has agreed to the retention by the first party of the Security Deposit of ₹ ----- Nil----- (Rupees ----- Nil-----  
-----; i.e. 5% of the agreement value Rs -----) paid by him when he submitted his tender as part of the security for the due fulfilments of the contract to the satisfaction of the first party.

And whereas the contractor has also perused the copy of the Central Public Works Department Standard Specifications and addenda volume, BHEL General Conditions of contract maintained in the Engineer/Manager (Civil)’s office and is bound by all the standard specifications for items of work described by a standard specifications numbers in “Technical bid” and by all the conditions and clauses of the standard preliminary specifications detailed in the agreement.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Technical bid and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions) , the work shown upon the drawings and described in the said specifications and set forth in Technical bid as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the “Technical Bid” as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**DRAFT AGREEMENT FORMAT**

That the contract shall come into force with effect from the date on which the site or premises was handed over to the contractor. The Contract shall be for a period of -----  
----- from the actual commencement date as stipulated herein.

That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.

That notwithstanding anything mentioned earlier by either party, only the terms & conditions included in the NIT and Agreement shall prevail.

That the expenses of completing and stamping the agreement shall be paid by the contractor.

The decision of the Company whether any default has been occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on, irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any court, Tribunal or Arbitration proceedings or before any other Authority. In addition, the Contractor is also liable for legal action by the company for civil and or criminal consequences.

For Violation of terms and conditions of contract, 30 days' notice will be given for termination of contract.

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 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 Arbitration of Sole Arbitrator to be appointed by BHEL or in case parties do not agree, appointment may be made in accordance with Arbitration and Conciliation Act 1996 or the amendments made thereof and the rules thereunder. 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 thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

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 Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

This Agreement shall be governed by, interpreted and construed in accordance with laws of India applicable therein, other than rules governing conflicts of laws. The parties irrevocably attorney to the jurisdiction of the court of Hyderabad.

**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE RESEARCH AND DEVELOPMENT, HYDERABAD – 500042, INDIA.**  
**PROJECTS DEPARTMENT**

**TENDER DOCUMENT**

**DRAFT AGREEMENT FORMAT**

The contractor shall be responsible for complying with all the relevant statutory provisions under various Labour Laws viz., Contract Labour (Regulation & Abolition) Act 1970 Minimum Wage Act 1948, Employees Provident Funds and Misc. Provisions Act 1952, ESI Act 1948, Payment of Bonus Act, 1965, Workmen's Compensation Act 1923 and attached compensation clauses and other relevant Acts and Government guidelines issued from time to time. Further in case BHEL R&D as principal employer has to pay any amount to any agency for non-fulfilment of any of the provisions of the above referred Act, I/We authorize BHEL R&D to deduct the amount from my/our bills or I/We, will pay the amount of BHEL R&D.

The Contractor shall provide all necessary tools, applicators, device, equipment and supplies for the performance of its services under this Contract. Such tools, applicators, device, equipment and supplies must be at all times kept in good working order.

The Contractor shall indemnify the BHEL R & D against all charges, dues, claim, damages etc arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable directions for undertaking the contractual obligation.

Maintenance of discipline of work by the labor is sole responsibility of the contractor and any dereliction to this effect may amount to termination of contract which is to the contractor's liability.

Force majeure, like natural calamities duration of period of delay of work shall be considered as per the extant guidelines issued by Central/State Government/Civil Authorities on such occasions.

Signature of Contractor

DATE:

For and on behalf of, BHEL  
ACCEPTING OFFICER

SEAL:

WITNESSES: 1.

: 2.