

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section

Tender Document

Name of Work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

Tender Enquiry No.: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

Type of Bid: Two Part

Due Date of Tender Opening : 26.06.2018

Place of Submission of Tender / Bid:

Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)

Contact Person: Manish Kumar, Dy. Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: omanish@bhel.in, azadd@bhel.in, ppaul@bhel.in

Phone: 01334-28-1932/1332/1022

Fax: 01334-226460

Document downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. General Instructions to Tenderer
3. Pre-Qualification Requirement (PQR)
4. Details of Bid & Bidder
5. Annexure-1
6. Annexure-2
7. Bill Of Quantity
8. General terms & Conditions of Tender (Part-I & Part- II)
9. Annexure-X (MSME)
10. Un Price Price-Bid
11. Undertaking
12. Check List
13. Acceptance/ No Deviation Certificate

Part-II (PRICE BID)

1. Price Bid

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-281932	Fax	01334-226460
Email Address	omanish@bhel.in , ppaul@bhel.in, azadd@bhel.in		
Contact Person	Manish Kumar		
NIT Key.	20180043	Dated	01.06.2018
NIT No.	BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018		
NIT No. on www.bhel.com			
NIT No. on www.bhelhwr.co.in			
Type Of Tender	Open		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD (in INR)	17551		
Period of completion of work	12 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs.877562/- + GST extra as applicable		
Last Date of Sale of Tender	25.06.2018	Time :	03:30PM
Last Date of submission of Tender	26.06.2018	Time :	01:45PM
* Date and Time for opening of Technical Bid	26.06.2018	Time :	02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

* In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (duly notarized or attested by a Gazetted officer) and Tender Fee shall be exempted for tender documents downloaded from website.**

Name of Work: "Complete repairing of burnt distribution transformers of 11/0.440 KV".

Contracting Executive Name: Manish Kumar
Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Instructions to Tenderer

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- a. Before Quoting the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
 - 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.
 - 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
 - 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 e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and the / action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.
ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO-COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.
- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as "PRICE BID" and the envelope containing Techno-commercial bid shall be additionally super-scribed with "TECHNO-COMMERCIAL BID"
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "**NO DEVIATION STATEMENT**" shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two part bid.
- c. In case of two part bid, **The Price BIDS** of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

Note:

In case of any ambiguity between any clause of "General Terms & Conditions" and "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" the clause of "Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity" shall prevail.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

1. PRE-QUALIFYING REQUIREMENTS (PQR):

A	GENERAL
	<p>i. Tenderer shall have to deposit proof of having valid confirm document regarding authorized/approved/licensee/registered for repairing / manufacturing of transformer.</p> <p>ii. Tenderer shall have to submit complete test equipment list used for 11KV transformer routine test as per IS: 2026 and valid calibration certificate of test equipment.</p>
B	EXPERIENCE:
	<p>i. Contractors must possess experience of similar nature of work i.e. Repairing of 500KVA, 11KV/440Volt or higher specification transformer.</p> <p>ii. Experience of successfully executed similar nature of work as mentioned at point no. 1.B.(i) above during last 7 (seven) years as on 31.03.2018 should be any one of the following :</p> <p>a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost (i.e. Rs. 3.51 lacs)</p> <p style="text-align: center;">OR</p> <p>b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost (i.e. Rs. 4.38 lacs).</p> <p style="text-align: center;">OR</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e. Rs.7.02 lacs).</p> <p>Contractors shall submit relevant documents and work completion certificate in original /photo copy duly attested by a Gazetted officer on the letter head pad of the organization for which the work has been done and signed by authorized signatory of the concerned organization. (Format Enclosed at Annexure-I). They should also submit the reference of a responsible person from the company which has issued such certificates. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is found adverse, the bidder will be disqualified.</p>
C	FINANCIAL CAPACITY:
	<p>i. Average Annual financial turnover during the last 03 years ending 31.03.2018, must be atleast Rs. 2.63 Lacs (30% of the estimated cost). Contractor shall have to submit audited Profit & Loss Accounts Statement and Balance sheet for the same along with the Techno-Commercial Bid for FY 2015-16, FY 2016-17 & 2017-18.</p> <p>ii. Contractor shall have to submit copy of PAN No. along with Income Tax Return for previous three financial years ending 31.03.2018 .) (i.e. for FY 2015-16, FY 2016-17 & 2017-18)</p> <p>NOTE:</p> <p>1. Only If the bidder has not yet submitted audited Profit & Loss Account Statement & Balance Sheet or Income Tax Return upto 31.03.2018 then the bidder must submit the above required documents against PQR Condition No. 1.C.(i) for last 03 years upto 31.03.2017 i.e. for FY 2014-15, FY 2015-16 & 2016-17 (Bidder must submit undertaking that audited Profit & Loss Account Statement & Balance Sheet or Income Tax Return of FY 2017-18 has not yet submitted)</p> <p>2. If the Inception Date of the bidder's firm/company is less than 3 years as on 31.03.2018, the bidder must submit audited Profit & Loss Account Statement & Balance Sheet and Income Tax Return for ALL the years since inception to calculate Average Annual financial turnover as per PQR Condition No. 1.C.(i) above. (Bidder must submit documentary proof of inception date of firm/company.)</p>
D	LEGAL OBLIGATIONS:
	<p>i. Parties should comply with all relevant state and central Govt. statutory/legal obligations and the Contractors must possess PAN Card & GST Identification Number (GSTIN). Copy of the same has to be submitted in support of above.</p>
	<p>Note: 1. Offer of the Contractors not meeting/fulfilling the PQR criteria mentioned above shall be ignored. 2. All disputes shall be subject to Haridwar Jurisdiction.</p>

2. TENDER COST:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

A. Full set of tender can be either downloaded from BHEL Haridwar website or can be purchased from office of the SDGM (WEX-FCX,WCS) on submission of proof of depositing the Tender cost at the BHEL Cash section or in the form of demand draft made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. If downloaded Tender is used, tender fees is not required.

3. EARNEST MONEY DEPOSIT (EMD):

A. Earnest money must be kept in Techno-Commercial offer. Offer without requisite earnest money will not be considered. The earnest should be in the form of bank draft to be made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. No other mode of payment is acceptable.

NOTE: EMD shall not carry any interest

Techno-commercial offer without the original instrument for the requisite EMD will not be qualified for evaluation.

4. POWER OF ATTORNEY

A. In case of firms, the tender documents must be signed by a person holding a valid notarized power of attorney and a copy of such power of attorney duly attested by a Gazetted Officer should be attached with the techno – commercial bid

B. The contractor must provide "Name of the contact person", "Address", "Phone Numbers" and "E-Mail IDs" who will be authorized, by the bidders through a valid notarized Power of attorney, for concluding the contract. BHEL shall not communicate with any other person/Numbers/mail IDs/address other than mentioned

5. MODE OF TENDER:

A. The tender shall comprise of two parts i.e. 'Techno-commercial offer' and 'Price bid'. **Contractor must sign and stamp on all the pages and complete the "Techno commercial offer" and "Price bid" in all respect.**

B. Both the offers are to be sealed in **separate envelope** having NIT No., Name of Contractor and Name of offer i.e. Techno- Commercial or Price bid. These two envelopes shall be sealed in a third envelope having NIT No., Name of Contractor, date of opening and shall be sent to **"Head of Material Management, Material Management Department, 4th Floor, Main Administrative Building, HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403"** before date of opening as given in NIT.

C. Incomplete offer is liable to be rejected. Offers received after due date & time are likely to be rejected. BHEL is not responsible for postal delay.

D. Tenders will be opened at Tender Room, 4th Floor, Main Administrative Building, BHEL Haridwar on date mentioned in NIT.

E. EMD should be enclosed along with the Technical bid. Also an un-priced copy of the price bid should be enclosed with the Techno-Commercial Bid to confirm that the bidders has quoted as per the prescribed Price bid format. Any condition/modification of the price bid will not be entertained.

6. GENERAL:

A. Contractors shall go through the tender document and confirm that work shall be carried out as per enclosed specifications and abide by all the tender conditions and do not have any counter conditions. The contractors are advised visit the site of work so as to be well-conversant with the type and nature of work.

B. BIDS submitted not in accordance with the above guidelines will be liable for rejection.

C. The risk of delay/loss in transmission of tender documents by post/courier rest with the bidder/Contractor. No Late tender shall be accepted.

D. If any information/document submitted by the Contractor is found false/ fake at any stage, the tender will stand cancelled and EMD shall be forfeited. In such a case the bidder will also be liable to be banned from future Tenders of BHEL.

E. Contractors found technically suitable based on Techno-Commercial offer shall be eligible for further stage of the tender. Information regarding date of price bid, opening or conduction of reverse auction and other details shall be informed to the eligible contractors separately.

F. Contractors shall submit all the relevant documents as per the Pre-qualifying Requirements (PQR).

G. Techno-commercial offer along with BHEL General Conditions of Contract, Special Conditions of Contract attached.

H. Contractors are advised to enter the page numbers in the format given at Annexure-II for the relevant documents attached in support of Pre-qualifying Requirements (PQR).

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Bid & Bidder (To be filled by bidder)

- (a) Bidder Offer No.: _____ Date: _____
- (b) Legal Name of the bidder as in GST registration: _____
- (c) GST registration No. _____
- (d) State _____
- (e) Place of business _____
- (f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

- (g) Address of the Bidder: _____
- (h) e-mail address of the bidder: _____
- (i) Contact No. of the Bidder: _____
- (j) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details/reason for exemption sought):

- (k) EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details/reason for exemption sought) : _____

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"
NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

Annexure-I

DETAILS OF WORKS (COSTING NOT LESS THAN RS 3.51 LACS) DONE DURING THE LAST SEVEN YEARS:

(Refer Qualifying Condition No. 1 (A))

(To be submitted along with Techno-Commercial Offer)

Attach separate sheets in below format, if required. S.No	Full Postal Address of client	Description of the work	Value of contract	Completion time as stated in Tender (in months)	Date of commenceme nt of work	Actual completion	Year of completion	Experience certificate Enclosed at Page No
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01								
02.								
03.								
04.								

Signature of Tenderer with stamp

Accounts Representative

Opening Officer

I/We agree with the above

Signature of Bidder/Contractor with Stamp

CHECKLIST

Before quoting, the Contractors are advised to inspect the work and be well acquainted with the actual working and other prevailing conditions, position of materials. They should be well versed with BHEL General Conditions of Contract, Special Conditions of Contract, Technical Specifications & Bill of Quantities, wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The Contractors shall specially note that it is the Contractor's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work at his own risk and cost.

Sl. No.	Description	Submitted (Yes / No)	Page No if submitted
1.A	Documents Submitted in Support of PQR Condition No 1.A		
1.A.i	Valid document regarding authorized/approved/licensee/registered for repairing / manufacturing of transformer as per PQR Condition No. 1.A.(i)		
1.A.ii	Test equipment list used for 11KV transformer routine test as per IS:2026 and valid calibration certificated of test equipment as per PQR Condition No. 1.A.(ii)		
1.B	Documents Submitted in Support of PQR Condition No 1.B (Work Experience Certificates) Details to be furnished in ANNEXURE-I		
1.C	Documents Submitted in Support of PQR Condition No 1.C		
1.C.i	Balance Sheets AND Profit & Loss Account Statements as per PQR Condition No. 1.C.(i)		
1.C.ii	Income Tax Returns as per PQR Condition No. 1.B.(ii)		
1.D	Documents Submitted in Support of PQR Condition No 1.D i.e PAN Card, GST Identification Number (GSTIN)		
2	Tender Cost as per Condition No 2		
3	Earnest Money Deposit as per Condition No. 3		
4	Name, Address, Phone Numbers and E-Mail IDs of Contact Person of Contractor as per Condition No.4		
5	Submission of Tender in accordance with Condition No. 5		
Details of Bid & Bidder (To be filled by bidder)			
ANNEXURE-A			

I/We, the contractor, hereby certify that I/We have read, signed and understood completely, all the above mentioned pages of this tender document completely.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

NAME OF WORK :	COMPLETE REPAIRING OF BURNT DISTRIBUTION TRANSFORMERS OF 11/ 0.440 KV	DATE OF OPENING	
Award value	Rs. 877538.30	TIME OF COMPLETION	12 MONTH

Bill of Quantity

	For 500 KVA oil type transformer			
(A)	Material charges			
S.No.	Description	Qty.	Unit.	
1.	HV leg coil for 500/250 KVA Transformer complete with insulation varnishing by vacuum impregnation & baking of coil assembly etc.			
	500 KVA	550	Kgs.	
2.	LV leg coil for 500/250 KVA Transformer complete with insulation varnishing by vacuum impregnation & baking of coil assembly etc.			
	500 KVA	370	Kgs.	
3.	11 KV H.T. busing for 500 /250 KVA Transformer.			
	500 KVA	9	Nos.	
4.	L.T. Busing for 500/250 KVA Transformer			
	500 KVA	12	Nos.	
5.	H.T. bushings rod for 500 /250 KVA Transformer			
	500 KVA	9	Nos.	
6.	L.T. bushings rod for 500 /250 KVA Transformer			
	500 KVA	12	Nos.	
7.	Gasket set for 500/250 KVA Transformer.			
	500 KVA	03	Set	
8.	Silicagel breather with fresh silicagel for 500 /250 KVA Transformer			
	500 KVA	03	Nos.	
9.	Oil level gauge complete with toughed glass having minimum marking for oil level for 500 /250 KVA Transformer.			
	500 KVA	03	Nos.	
10.	Oil drain/filter valve incorporating sample device (with barrow orifices) and having suitable Arrangement for looking for 500/250 KVA, Transformer.			
	500 KVA	03	Nos.	
11.	Tapping switch (No load Tap Changer) 11 KV with tapping switch handle for 500/250 KVA Transformer.			
	500 KVA	03	Nos.	
12.	Fresh Transformer oil of standard quality with ISI(IS 335/1992) mark, including filtration/ Centrifuging etc for 500/250 KVA Transformer.			
	500 KVA	2000	Ltrs.	
13.	Sundry item viz. Cover, bolts, plugs, caps, screw, washers, insulating material , minor repair of tank and other minor parts required, for 500/250 KVA Transformer.			
	500 KVA	03	Set	
(B)	Labour charges			
1.	Unloading of Transformer at contractor work, opening of Transformer cover, draining of oil (if required) detaching core & oil assembly, assessment & estimation for repair & replacement of damaged parts, cleaning, washing of dust & dirt etc. from oil parts including core, tank, cooling tubes of radiators removal of damaged parts requiring replacement, fitting, fixing of new parts, making connection and assembly complete in all respect retaining after repairs, filling transformer oil and filtration the oil, making Transformer ready for test and testing for all the routine tastes a nd in 2026/1962 and after satisfactory repair & testing, loading of Transformer at contractor's works etc. for 500/250/150 KVA Transformer.			
	500 KVA	03	Job	
(C)	Transportation charges			
1.	Transportation charges of Transformer from BHEL, Hardwar to works of the contractor and back to BHEL, Haridwar .It includes loading & unloading of transformers also			
	500 KVA	03	Job	
(D)	Painting charges			
1.	Painting charges of Transformer (inside zinc cromate, outside red oxide & D.A. Gray)			
	500 KVA	03	Job	

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PART-I

General Terms & Conditions of Tender

1. Definitions

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations "Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "APPROVED" means the approval of directions of the Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.

BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMP SUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:
The EMD may be accepted only in the following forms:
 - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

- (d) Forfeiture of EMD
EMD by the Tenderer will be forfeited as per NIT conditions, if:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

3. Security Deposit

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) 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
 - 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)
- (c) 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)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.
- (f) **Refund of Security Deposit**
After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: *100 % shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.*

4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

5. Special Conditions for MSME:

"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 along with attested copy of a CA certificate (Format enclosed at Annexure -X 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). 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."

6. Arbitration

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

7. Risk Purchase Clause

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor

accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

8. Fraud Prevention Policy

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice".

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

9. Suspension of Business Dealings with Suppliers/Contractors

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

10. Adoption of Integrity Pact

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

11. Damage & Loss to Private Property & Injury to Contract Employee

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

12. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
13. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
14. The contractor shall not employ any worker less than 18 years of age during execution of his work.
15. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
16. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
17. The contractors are advised to see the site before quoting the rates.
18. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
21. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
22. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

24. GST related Terms & Conditions:

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I.

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,
- b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II.

- a) Unregistered Dealer
Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- b) Dealer opting for Composition Scheme

- In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-
- Timely raising & submission of GST compliant Invoices
 - Timely receipt of Goods & Services
 - Timely and correct payment of applicable GST by supplier/contractor
 - Timely filing of return
 - Compliance of other applicable provisions on supplier/contractor
- Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

25.Special Powers of Termination:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

26. Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of 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 immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

Information about Condition related to Payment of GST to Contractors/Vendors for invoices raised upto 31/03/2018.

GST related Terms & Conditions of General Terms & Conditions of Tender States that

"Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode."

Now the date of filing returns has been extended/relaxed by GOI upto 31/03/2018. Therefore now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the decision has been taken that the payment of GST shall be made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall submit the undertaking as per the following format before such GST payments.

This provision shall be applicable for all GST invoices raised upto 31/03/18 and situation shall be reviewed thereafter based on GOI circulars prevailing at that time.

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

PART-II

1. CONDITIONAL TENDER IS LIKELY TO BE REJECTED.
2. BHEL SHALL HAVE THE RIGHT TO REJECT ANY TENDER BASED ON PAST UNSATISFACTORY PERFORMANCE.
3. BHEL HAS THE RIGHT TO REJECT ALL OR ANY OF THE TENDERS AND ACCEPT ANY TENDER(S) IRRESPECTIVE OF ITS / THEIR BEING THE LOWEST / HIGHEST.
4. CONTRACT MAY BE CANCELLED AT ANY STAGE WITHOUT ASSIGNING ANY REASON AND CONTRACTOR WILL NOT HAVE ANY CLAIM IN THIS REGARD.
5. IF ANY INFORMATION/DOCUMENTS SUBMITTED BY THE CONTRACTOR ARE FOUND FALSE/FAKE AT ANY STAGE. THE TENDER WILL BE CANCELLED AND EARNEST MONEY DEPOSITED SHALL BE FORFEITED.
6. THE TENDERER SHALL SIGN EVERY PAGE OF THE TENDER DOCUMENTS. IN CASE FIRM / COMPANIES, THE TENDER DOCUMENTS MUST BE SIGNED BY A PERSON HOLDING A VALID POWER OF ATTORNEY AND A COPY OF SUCH POWER OF ATTORNEY SHOULD BE ATTACHED WITH THE TENDER.
7. THE MAIN CRITERIA OF JUDGING PERFORMANCE OF CONTRACTOR WILL BE TIMELY COMPLETION OF THE WORK, QUALITY OF THE WORK AND RESPONSE OF THE CONTRACTOR.
8. BHEL RESERVES THE RIGHT TO AWARD ONLY FRACTION OR PART OF THE WORK GIVEN IN THE BILL OF QUANTITY.
9. IN CASE MORE THAN ONE CONTRACTOR QUOTES EQUAL L-1 RATES, LOTTERY SHALL BE DRAWN AMONG L-1 PARTIES TO DECIDE ONE L -1 PARTY.
10. THE CONTRACTOR WILL HAVE TO MAKE HIS OWN ARRANGEMENT FOR TRANSPORTATION OF WATER TO THE SITE OF WORK FROM NEAREST AVAILABLE WATER POINT IN TOWNSHIP AT NO EXTRA COST. CONTRACTOR HAS TO ENSURE STORAGE OF WATER DURING NON SUPPLY HOURS AT NO EXTRA COST.
11. IF REQUIRED WORK CAN BE DONE ANY WHERE IN THE TOWNSHIP OF BHEL, HARDWAR AS PER DIRECTION OF ENGINEER INCHARGE.
12. CONTRACTOR HAS TO COMPLETE THE WORK WITHIN THE GIVEN PERIOD OF COMPLETION.
13. THE WORK WILL BE DONE AS PER ENCLOSED SPECIFICATION & AS PER INSTRUCTION OF ENGINEER INCHARGE.
14. MEASUREMENT SHALL BE TAKEN JOINTLY BY ANY PERSON / PERSONS DULY AUTHORISED ON THE PART OF THE BHEL & THE CONTRACTOR
15. THE CONTRACTOR SHALL PROVIDE ASSISTANCE WITH APPLIANCE AND OTHER THINGS NECESSARY FOR MEASUREMENT WITHOUT EXTRA CHARGE.
16. IF THE CONTRACTOR / HIS REPRESENTATIVE FAIL TO ATTEND WHEN REQUIRED FOR MEASUREMENT, THE ENGINEER INCHARGE SHALL HAVE POWER TO PROCEED BY HIMSELF TO TAKE MEASUREMENTS AND IN THAT CASE, THESE MEASUREMENTS SHALL BE ACCEPTED BY THE CONTRACTOR AS FINAL.
17. MEASUREMENT SHALL BE RECORDED IN MEASUREMENT BOOK MAINTAINED BY THE AUTHORIZED REPRESENTATIVE OF BHEL WHO SHALL MAKE ENTRIES REGARDING THE WORK EXECUTED BY THE CONTRACTOR UNDER DIFFERENT ITEMS OF BILL OF QUANTITY. THESE ENTRIES WILL BE COUNTER-SIGNED BY THE CONTRACTOR.
18. RUNNING BILL PAYMENT AGAINST THE WORK EXECUTED SHALL BE MADE TO THE CONTRACTOR AFTER RECORDING ON MEASUREMENT BOOK BY AUTHORISED BHEL REPRESENTATIVE & AGREED BY CONTRACTOR AND DULY CHECKED BY ENGINEER INCHARGE.

CONTRACTOR'S OBLIGATION

A. CONTRACTUAL

1. CONTRACTOR SHALL SUPERVISE THE WORK ALLOTTED TO HIM AND TO BE CARRIED OUT BY HIS EMPLOYEES.
2. 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.
3. CONTRACTOR TO MAINTAIN APPROPRIATE RECORDS OF HIS EMPLOYEES DEPLOYED TO CARRY OUT THE JOB (S).
4. CONTRACTOR TO PROVIDE EMPLOYMENT CARD / IDENTITY CARD WITH PHOTOGRAPH DULY VERIFIED AND ATTESTED BY THE CONTRACTOR TO HIS EMPLOYEES. CONTRACTOR TO INDICATE THE NAME OF THE PROPRIETARY / PARTNERSHIP FIRM / COMPANY, PLACE OF WORK, CONTRACT NUMBER AND DURATION OF VALIDITY OF CARD.
5. CONTRACTOR WILL BE RESPONSIBLE FOR THE GOOD CONDUCT OF HIS EMPLOYEES. IN CASE OF ANY MISCONDUCT / MISBEHAVIOR BY ANY EMPLOYEE, THE CONTRACTOR WILL REPLACE SUCH EMPLOYEE (S) IMMEDIATELY.
6. CONTRACTOR WILL ENSURE THAT THE JOBS EXECUTED THROUGH HIS EMPLOYEES ON HIS ROLLS AND SHALL NOT SUB-CONTRACT THE JOB.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

7. 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.
8. CONTRACTOR TO PROVIDE SAFETY APPLIANCES AND SAFETY SHOES TO HIS EMPLOYEES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENFORCING ALL SAFETY REGULATIONS AS APPLICABLE.
9. CONTRACTOR TO ENSURE THAT ALL PRECAUTIONS ARE TAKEN FOR SAFETY OF HIS EMPLOYEES AND EQUIPMENTS.
10. 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 INCLUDING RETRENCHMENT COMPENSATION.

B. TOWARDS STATUTORY LIABILITY:-

1. ALL STATUTORY REQUIREMENTS UNDER MINIMUM WAGES ACT, 1948, PAYMENT OF WAGES ACT, 1936, WORKMEN COMPENSATION ACT, 1923, EPF & MP ACT, 1952, PAYMENT OF GRATUITY ACT, 1972, ESI ACT, 1948, THE CONTRACT LABOUR (R&A) ACT, 1970, PAYMENT OF BONUS ACT, 1965, INCOME TAX, GST ACT AND ALL OTHER APPLICABLE ACTS SHALL BE COMPLIED WITH BY THE CONTRACTOR.
2. CONTRACTOR SHALL COMPLY WITH ALL STATUTORY REQUIREMENTS, RULES, REGULATIONS, AND NOTIFICATIONS IN RELATION TO EMPLOYMENT OF HIS EMPLOYEES ISSUED FROM TIME TO TIME BY THE CONCERNED AUTHORITIES.
3. CONTRACTOR SHALL ENSURE PAYMENT OF STATUTORY PRESCRIBED MINIMUM WAGES AS APPLICABLE FROM TIME TO TIME IN THE PRESENCE OF AUTHORIZED REPRESENTATIVE OF BHEL AND MAINTAIN PROPER RECORDS OF THEIR TIMELY DISBURSEMENT. THESE RECORDS NEED TO BE PRESERVED FOR A PERIOD OF AT LEAST 3 YEARS AND SHOULD BE MADE AVAILABLE EVEN AFTER THE CONTRACT IS OVER FOR ANY VERIFICATION BY THE STATUTORY AUTHORITIES / BHEL AUTHORITIES.

CONTRACTOR TO PROVIDE PF PASS BOOK TO HIS EMPLOYEES AND ENSURE PAYMENT OF PF, UNDER EPF & MP ACT, 1952 TO THE RPF.

4. CONTRACTOR SHALL ENSURE PAYMENT OF ESI CONTRIBUTION UNDER ESI ACT, 1948 AND PROVIDE ESI MEMBERSHIP NO. CARD OF EACH EMPLOYEE.
5. CONTRACTOR SHALL PRODUCE PROOF OF DEDUCTIONS AS WELL AS REMITTANCES OF PF, ESI CONTRIBUTION, AND ADMINISTRATIVE CHARGES ETC. WHEREVER APPLICABLE AND SHALL MAINTAIN PROPER RECORDS. CONTRACTOR TO ISSUE WAGE SLIPS TO HIS EMPLOYEES.
6. CONTRACTOR SHALL FURNISH PROPER RETURNS TO THE CONCERNED STATUTORY AUTHORITIES AND PROVIDE A COPY OF THE SAME TO BHEL.
7. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR NON PAYMENT DELAYED PAYMENT OF WAGES / DA, CONTRIBUTIONS UNDER EPF & MP ACT, ESI ACT ETC.
8. IN CASE THE CONTRACTOR FAILS TO MAKE PAYMENT OF WAGES TO HIS EMPLOYEES OR REMITTANCE OF CONTRIBUTION TO THE CONCERNED AUTHORITIES, THE SECURITY DEPOSIT / OTHER DUES / RUNNING BILLS UNDER THE CONTRACT CAN BE UTILIZED BY BHEL TO DISCHARGE THE LIABILITY OF THE CONTRACTOR.
9. CONTRACTOR SHALL INDEMNIFY BHEL AGAINST ALL CLAIMS AND LOSSES UNDER VARIOUS LABOUR LAWS, STATUTES OR ANY CIVIL OR CRIMINAL LAW IN CONNECTION WITH EMPLOYEES DEPLOYED BY HIM.
10. THE LIABILITY FOR ANY COMPENSATION ON ACCOUNT OF INJURY SUSTAINED BY AN EMPLOYEE OF THE CONTRACTOR WILL BE EXCLUSIVELY THAT OF THE CONTRACTOR.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING PAYMENT OF WAGES BEFORE THE EXPIRY OF 7TH DAY AFTER THE LAST DAY OF THE WAGE PERIOD IN RESPECT OF WHICH THE WAGES IN THE PRESENCE OF THE AUTHORITIES REPRESENTATIVE OF CONTRACT OPERATION DIVISION.
12. CONTRACTOR TO OBTAIN LICENSE UNDER CL (R & A) ACT, 1970.

C. TOWARDS SUPPLY OF TOOLS, TACKLES AND MATERIALS:-

1. CONTRACTOR SHALL PROVIDE TO HIS EMPLOYEES ALL TOOLS, TACKLES AND EQUIPMENTS AND MAINTAIN THE SAME TO CARRY OUT THE JOB UNDER THE CONTRACT AT HIS COST AND IF NECESSARY CONTRACTOR MAY TAKE INSURANCE POLICY OF HIS MEN, MATERIAL, EQUIPMENTS AND TOOLS AND TACKLES.
2. CONTRACTOR SHALL PROVIDE SAFETY APPLIANCES AND MAINTAIN THE SAME AT HIS OWN COST WHICH MAY BE REQUIRED UNDER THE STATUTE OR OTHERWISE.
3. CONTRACTOR SHALL PROVIDE MATERIAL AT HIS COST AS MENTIONED IN THE CONTRACT TO HIS EMPLOYEES FOR CARRYING OUT THE JOB.

D. TOWARDS FINANCE: -

1. CONTRACTOR TO ARRANGE HIS OWN FINANCE FOR CARRYING OUT THE JOB INCLUDING SUPPLY OF TOOLS, TACKLES AND EQUIPMENTS TO HIS EMPLOYEES, MATERIALS, PAYMENT OF WAGES TO HIS EMPLOYEES ETC. RATES QUOTED SHALL BE NET AND INCLUSIVE OF ALL THE CAPITAL COST, MATERIAL COST, TAXES AND LEVIES WHICH MIGHT BE APPLICABLE TOP THIS TYPE OF JOB.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

SPECIAL TERMS AND CONDITIONS

1. THE TRANSFORMER WILL BE JOINTLY INSPECTED AT BHEL HARIDWAR FOR THE ASSESSMENT OF THE REPAIR & REPLACEMENT OF THE PARTS/ SPARES BY THE BHEL REPRESENTATIVE & THE CONTRACTOR AND ON THE BASIS OF THE INSPECTION THE REPAIRING ESTIMATE WILL BE PREPARED. ALL THE ARRANGEMENT FOR DISMANTLING OF TRANSFORMER FOR REPAIRING ESTIMATE WILL BE ARRANGED BY CONTRACTOR.
2. SAME REPAIRING ESTIMATE WILL BE SUBMITTED BY CONTRACTOR FOR APPROVAL AND AFTER APPROVAL CONTRACTOR SHALL CARRYING OUT THE WORK OF TRANSFORMER REPAIRING.
3. ACTUAL WEIGHT OF OLD BURNT HV/ LV LEG COILS AND OLD TRANSFORMER OIL WILL ALSO VERIFIED BY THE BHEL REPRESENTATIVE AT DURING INSPECTION AT BHEL HARIDWAR. THE CONTRACTOR WILL PROVIDE NECESSARY FACILITIES & CO-OPERATION TO BHEL REPRESENTATIVE FOR DETERMINING THE WEIGHT OF HV/ LV LEG COILS AND OLD TRANSFORMER OIL.
4. OLD BURNT HV/ LV LEG COILS, OLD TRANSFORMER OIL AND REPLACEABLE PARTS/ SPARES OF TRANSFORMER DISMANTLED/ DETACHD WILL BE RETURNED BY CONTRACTOR IN BHEL DEPARTMENTAL STORE. THE CONTRACTOR SHOULD MAKE ALL NECESSARY ARRANGEMENT FOR THE WORK.
5. THE PRE-INSPECTION (IF REQUIRED BY BHEL) OF THE TRANSFORMER AFTER REPAIR WOULD BE CARRIED OUT JOINTLY AT THE CONTRACTOR'S WORK SHOP AS PER IS: 2026/1962 FOR ALL THE ROUTINE TESTS, HOWEVER THE FINAL INSPECTION WILL BE CARRIED OUT AT BHEL, HARDWAR.
6. CONTRACTOR MUST SUBMIT ROUTINE TEST CERTIFICATE OF REPAIRED TRANSFORMER AS PER IS:2026/1962
7. THE REPAIRED TRANSFORMER SHALL BE GUARANTEED FOR 12 MONTHS FROM THE DATE OF COMPLETION OF WORK.
8. SUCCESSFUL TENDERER WILL HAVE TO DEPOSIT BANK GUARANTEE OF RS. 250000/- WITHIN 15 DAYS OF THE ISSUE OF ACCEPTANCE LETTER FOR THE SECURITY OF UNDER REPAIR TRANSFORMER, FAILING WHICH THE AWARD OF WORK WILL BE CANCELED & SECURITY DEPOSIT SHALL BE LIABLE TO BE FORFEITED.
THE BANK GUARANTEE WILL BE RELEASED AFTER SATISFACTORY COMPLETION OF REPAIRING WORK OF ALL THE TRANSFORMER AND REPAIRED TRANSFORMER RETURNED BACK TO BHEL.
9. THE CONTRACTOR WILL BE FULLY RESPONSIBLE FOR COLLECTION AND DELIVERY OF TRANSFORMER AT BHEL HARIDWAR TOWNSHIP AND WORK PLACE OF CONTRACTOR.
10. ALL WORK MUST BE CARRIED OUT ACCORDING OF I.E. RULES.
11. THE CONTRACT WILL BE EXECUTED AS PER REQUIREMENT AND MAY CLOSE EVEN WITHOUT COMPLETION OF ALL THE ITEMS OF TENDER.
12. E.M.D. SHALL BE TAKEN ON FULL NIT VALUE.
13. CONTRACTOR SHALL ARRANGE/PROVIDE EACH TYPE OF MATERIAL REQUIRED COMPLETING THE WORK WITHIN THE BILL OF QUANTITY.
14. VALID CERTIFICATE TOWARDS EXEMPTION OF EMD & TENDER FEE, APPLICABLE FOR MICRO AND SMALL ENTERPRISES, AS GENERAL TERMS AND CONDITION
15. WORK SHALL BE EXECUTED/ STARTED WITH PRIOR INTIMATION TO THE ENGINEER IN-CHARGE.
16. BHEL RESERVES THE RIGHT TO SHORT CLOSE THE CONTRACT WITHOUT ASSIGNING ANY REASON (S) THEREOF AT ANY STAGE.
17. THE WORK SHALL BE GOVERNED BY THE SPECIFICATIONS, GENERAL TERMS & CONDITIONS OF BHEL CONTRACT, SPECIAL CONDITIONS, ENVIRONMENT RELATED CONDITIONS, NEW SAFETY CLAUSE AND ANY OTHER RELEVANT CONDITIONS APPLICABLE TIME TO TIME.
18. CONTRACTOR HAS TO COMPLETE THE WORK IN TIME AS PER DEMAND OF THE ENGINEER IN-CHARGE
19. ANY OTHER APPLICABLE CESS AND/OR TAX NOT MENTIONED ABOVE SHALL BE BORNE BY THE CONTRACTOR. THE RATES QUOTED SHALL BE DEEMED TO INCLUDE ALL SUCH APPLICABLE CESS AND/OR TAX OF BOTH CENTRAL & STATE GOVERNMENTS. THE CONTRACTOR SHALL INDEMNIFY BHEL FROM ALL SUCH CLAIMS IN THIS REGARDS.
20. IN CASE OF DEVIATIONS, IF ANY, SPECIAL CONDITIONS SHALL SUPERSEDE IT.
21. PARTY IS REQUIRED TO SUBMIT DULY SIGNED & STAMPED COPIES OF FOLLOWING DOCUMENTS ALONG WITH THE TECHNO-COMMERCIAL BID I.E. PART-I OF TENDER.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

GST CERTIFICATE

BILLS & PAYMENT TERMS AND CONDITIONS

1. ALL PAYMENT WILL BE SUBJECT TO DEDUCTION OF INCOME TAX / TRADE TAX ETC AT SOURCE AS PER APPLICABLE RULES.
2. INCOME TAX (TDS) WILL BE RECOVERED AS PER RULES.
3. GST SHALL BE REIMBURSED AS PER ACTUAL.
4. WATER CHARGES WILL BE DEDUCTED AT THE RATE OF RS.1.00 PER RS. 1000.00 OF THE VALUE OF THE WORK.
5. NO PAYMENT SHALL BE MADE FOR THE WORK DONE WITHOUT THE PERMISSION OF ENGINEER INCHARGE.
6. ALL PAYMENT WILL BE MADE THROUGH E-MODE.
7. RUNNING BILLS AGAINST WORK CONTRACTORS SHALL BE SUBMITTED TO THE FINANCE FOR PAYMENT WITHIN 15 DAYS FROM THE DATE OF MEASUREMENT, UNLESS THERE IS SOME PROBLEM WHICH SHALL BE SUPPORTED BY DOCUMENTS IN THIS REGARD. FINANCE WILL PROCESS SUCH BILLS AND RELEASE THE PAYMENT WITHIN 30 DAYS NORMALLY AFTER RECEIVING THE BILLS IN FINANCE.
8. THE PAYMENT OF FINAL BILL WILL BE MADE ONLY AFTER SATISFACTORY COMPLETION OF THE WORK, CLEARANCE OF THE SITE & CLEARANCE OF ALL THE LIABILITIES ON CONTRACTOR'S PART. NO CLAIM WILL BE ENTERTAINED AFTER SIGNING THE FINAL BILLS.
9. FINAL BILLS AGAINST WORK CONTRACTORS SHALL BE SUBMITTED TO FINANCE WITHIN 2 MONTHS FROM DATE OF ACTUAL COMPLETION OF WORK OR WITHIN ONE MONTH FROM DATE OF MEASUREMENT WHICHEVER IS EARLIER, UNLESS THERE IS SOME PROBLEM WHICH SHALL BE SUPPORTED BY A DOCUMENT IN THIS REGARD. FINANCE WILL PROCESS SUCH BILLS AND RELEASE THE PAYMENT WITHIN ONE MONTH NORMALLY AFTER RECEIVING THE BILLS IN FINANCE.
10. PAYMENT SHALL BE MADE AS PER ACCEPTED RATES FOR THE SATISFACTORY WORK DONE AS PER DETAILS GIVEN IN ITEM & ITS SPECIFICATION.

LD & PENALTY CLAUSE :-

11. EXTENSION OF TIME FOR COMPLETION OF WORK MAY BE GRANTED BY BHEL WHERE DELAY IS NOT ATTRIBUTABLE TO THE CONTRACTOR. HOWEVER WHERE DELAY IS ON ACCOUNT OF CONTRACTOR, EXTENSION OF TIME SHALL NOT BE GRANTED. WITHOUT L.D. L.D. SHALL BE CHARGED AT THE RATE OF 0.5% (ZERO POINT FIVE PERCENT) OF CONTRACT VALUE FOR EVERY ONE WEEK DELAY OR PART THEREOF IN THE TIME OF COMPLETION SUBJECT TO MAXIMUM OF 10% OF CONTRACT VALUE.
12. IN THIS CONTRACT GOODS AND SERVICE TAX SHALL BE APPLICABLE. FOR THIS GST REGISTRATION IS REQUIRED NO PAYMENT SHALL BE MADE UNLESS GST REGISTRATION NUMBER IS SUBMITTED.
13. SUCCESSFUL TENDERER WILL HAVE TO DEPOSIT BANK GUARANTEE OF RS. 250000/- WITHIN 15 DAYS OF THE ISSUE OF ACCEPTANCE LETTER FOR THE SECURITY OF UNDER REPAIR TRANSFORMER, FAILING WHICH THE AWARD OF WORK BE CANCELED & SECURITY DEPOSIT SHALL BE LIABLE TO BE FORFEITED. THE BANK GUARANTEE WILL BE RELEASED AFTER SATISFACTORY COMPLETION OF REPAIRING WORK AND REPAIRED TRANSFORMER RETURNED BACK TO BHEL.

Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

This is to Certify that M/S, (Here in after referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-11)dt:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)
Name-
Membership number-

Seal of Chartered Accountant

UNPRICED PRICE BID

(Not to be filled except GST rate. However this is to be signed and submitted with Techno-commercial Bid)

NAME OF WORK :	COMPLETE REPAIRING OF BURNT DISTRIBUTION TRANSFORMERS OF 11/ 0.440 KV	DATE OF OPENING	26.06.2018
Nit Value	Rs 877562 and (GST extra as applicable)	TIME OF COMPLETION	12 MONTHS
EMD	Rs.17551		

Bill of Quantity

	For 500 KVA oil type transformer				
(A)	Material charges	X		Y	Z=X*Y
S.No.	Description	Qty.	Unit.	Rate	Amount
1.	HV leg coil for 500/250 KVA Transformer complete with insulation varnishing by vacuum impregnation & baking of coil assembly etc.				
	500 KVA	550	Kgs.	NA	NA
2.	LV leg coil for 500/250 KVA Transformer complete with insulation varnishing by vacuum impregnation & baking of coil assembly etc.				
	500 KVA	370	Kgs.	NA	NA
3.	11 KV H.T. busing for 500 /250 KVA Transformer.				
	500 KVA	9	Nos.	NA	NA
4.	L.T. Busing for 500/250 KVA Transformer				
	500 KVA	12	Nos.	NA	NA
5.	H.T. bushings rod for 500 /250 KVA Transformer				
	500 KVA	9	Nos.	NA	NA
6.	L.T. bushings rod for 500 /250 KVA Transformer				
	500 KVA	12	Nos.	NA	NA
7.	Gasket set for 500/250 KVA Transformer.				
	500 KVA	03	Set	NA	NA
8.	Silicagel breather with fresh silicagel for 500 /250 KVA Transformer				
	500 KVA	03	Nos.	NA	NA
9.	Oil level gauge complete with toughed glass having minimum marking for oil level for 500 /250 KVA Transformer.				
	500 KVA	03	Nos.	NA	NA
10.	Oil drain/filter valve incorporating sample device (with barrow orifices) and having suitable Arrangement for looking for 500/250 KVA, Transformer.				
	500 KVA	03	Nos.	NA	NA
11.	Tapping switch (No load Tap Changer) 11 KV with tapping switch handle for 500/250 KVA Transformer.				
	500 KVA	03	Nos.	NA	NA
12.	Fresh Transformer oil of standard quality with ISI(IS 335/1992) mark, including filtration/ Centrifuging etc for 500/250 KVA Transformer.				
	500 KVA	2000	Ltrs.	NA	NA
13.	Sundry item viz. Cover, bolts, plugs, caps, screw, washers, insulating material , minor repair of tank and other minor parts required, for 500/250 KVA Transformer.				
	500 KVA	03	Set	NA	NA
				Total(A)	NA
(B)	Labour charges				
2.	Unloading of Transformer at contractor work, opening of Transformer cover, draining of oil (if required) detaching core & oil assembly, assessment & estimation for repair & replacement of damaged parts, cleaning, washing of dust & dirt etc. from oil parts including core, tank, cooling tubes of radiators removal of damaged parts requiring replacement, fitting, fixing of new parts, making connection and assembly complete in all respect retaining after repairs, filling transformer oil and filtration the oil, making Transformer ready for test and testing for all the routine tastes and in 2026/1962 and after satisfactory repair & testing, loading of Transformer at contractor's works etc. for 500/250/150 KVA Transformer.				
	500 KVA	03	Job	NA	NA
				Total (B)	NA
(C)	Transportation charges				
1.	Transportation charges of Transformer from BHEL, Hardwar to works of the contractor and back to BHEL, Haridwar .It				

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: “Complete repairing of burnt distribution transformers of 11/0.440 KV”

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

	includes loading & unloading of transformers also				
	500 KVA	03	Job	NA	NA
				Total (C)	NA
(D)	Painting charges				
1.	Painting charges of Transformer (inside zinc cromate, outside red oxide & D.A. Gray)				
	500 KVA	03	Job	NA	NA
				Total (D)	NA
	GRAND TOTAL AMOUNT F= (A+B+C+D)				NA
	GRAND TOTAL AMOUNT IN WORDS:-				
	APPLICABLE RATE OF GST.....				

OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.

- 1. I/ WE CONFIRM THAT THE QUOTED PRICES WILL REMAIN FIRM AND THERE WOULD NOT BE ANY PRICE ESCALATION.**
- 2. I/ WE ALSO CONFIRM THAT I/ WE ABIDE BY ALL THE TENDER CONDITIONS AND WE DO NOT HAVE ANY COUNTER CONDITIONS.**
- 3. GST PAYABLE EXTRA AS APPLICABLE**

[1. RATES SHOULD BE QUOTED IN FIGURES AS WELL AS IN WORDS. IN CASE OF CUTTING AND OVER WRITING IN RATES, TENDER WILL BE DECLARED AS INVALID. COMBINED RATES TO BE QUOTED FOR ALL THE ITEMS. RATES NOT QUOTED IN THE MANNER AS MENTIONED ABOVE WILL BE REJECTED

2. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.]

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: “Complete repairing of burnt distribution transformers of 11/0.440 KV”

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

UNDERTAKING:-

The contractor shall sign the undertaking as below:-

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/ we have read BHEL General Conditions of Contract and agree to abide by the same.
2. I/We shall abide by and fulfill the requirement of all the statutory obligations.
3. I/ We shall abide by the GST Act/ Rules/regime as applicable.
4. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

Part-II
(Price Bid Format)

NAME OF WORK :	COMPLETE REPAIRING OF BURNT DISTRIBUTION TRANSFORMERS OF 11/ 0.440 KV	DATE OF OPENING	26.06.2018
NIT Value	Rs 877562 and (GST extra as applicable)	TIME OF COMPLETION	12 MONTH
EMD	Rs.17551		

Bill of Quantity

	For 500 KVA oil type transformer				
(A)	Material charges	X		Y	Z=X*Y
S.No.	Description	Qty.	Unit.	Rate	Amount
1.	HV leg coil for 500/250 KVA Transformer complete with insulation varnishing by vacuum impregnation & baking of coil assembly etc.				
	500 KVA	550	Kgs.		
2.	LV leg coil for 500/250 KVA Transformer complete with insulation varnishing by vacuum impregnation & baking of coil assembly etc.				
	500 KVA	370	Kgs.		
3.	11 KV H.T. busing for 500 /250 KVA Transformer.				
	500 KVA	9	Nos.		
4.	L.T. Busing for 500/250 KVA Transformer				
	500 KVA	12	Nos.		
5.	H.T. bushings rod for 500 /250 KVA Transformer				
	500 KVA	9	Nos.		
6.	L.T. bushings rod for 500 /250 KVA Transformer				
	500 KVA	12	Nos.		
7.	Gasket set for 500/250 KVA Transformer.				
	500 KVA	03	Set		
8.	Silicagel breather with fresh silicagel for 500 /250 KVA Transformer				
	500 KVA	03	Nos.		
9.	Oil level gauge complete with toughed glass having minimum marking for oil level for 500 /250 KVA Transformer.				
	500 KVA	03	Nos.		
10.	Oil drain/filter valve incorporating sample device (with barrow orifices) and having suitable Arrangement for looking for 500/250 KVA, Transformer.				
	500 KVA	03	Nos.		
11.	Tapping switch (No load Tap Changer) 11 KV with tapping switch handle for 500/250 KVA Transformer.				
	500 KVA	03	Nos.		
12.	Fresh Transformer oil of standard quality with ISI(IS 335/1992) mark, including filtration/ Centrifuging etc for 500/250 KVA Transformer				
	500 KVA	2000	Ltrs.		
13.	Sundry item viz. Cover, bolts, plugs, caps, screw, washers, insulating material , minor repair of tank and other minor parts required, for 500/250 KVA Transformer.				
	500 KVA	03	Set		
				Total(A)	
(B)	Labour charges				
1.	Unloading of Transformer at contractor work, opening of Transformer cover, draining of oil (if required) detaching core & oil assembly, assessment & estimation for repair & replacement of damaged parts, cleaning, washing of dust & dirt etc. from oil parts including core, tank, cooling tubes of radiators removal of damaged parts requiring replacement, fitting, fixing of new parts, making connection and assembly complete in all respect retaining after repairs, filling transformer oil and filtration the oil, making Transformer ready for test and testing for all the routine tastes and in 2026/1962 and after satisfactory repair & testing, loading of Transformer at contractor's works etc. for 500/250/150 KVA Transformer.				
	500 KVA	03	Job		
				Total (B)	
(C)	Transportation charges				
1.	Transportation charges of Transformer from BHEL, Hardwar to works of the contractor and back to BHEL, Haridwar .It includes loading & unloading of transformers also				
	500 KVA	03	Job		
				Total (C)	

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: "Complete repairing of burnt distribution transformers of 11/0.440 KV"

NIT No: BHEL/HEEP/WEX-WCS/18-19/7139/20180043 DT 01.06.2018

(D)	Painting charges				
1.	Painting charges of Transformer (inside zinc cromate, outside red oxide & D.A. Gray)				
	500 KVA	03	Job		
				Total (D)	
	GRAND TOTAL AMOUNT F= (A+B+C+D)				
	GRAND TOTAL AMOUNT IN WORDS:-				
	APPLICABLE RATE OF GST				

OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.

- 4. I/ WE CONFIRM THAT THE QUOTED PRICES WILL REMAIN FIRM AND THERE WOULD NOT BE ANY PRICE ESCALATION.**
- 5. I/ WE ALSO CONFIRM THAT I/ WE ABIDE BY ALL THE TENDER CONDITIONS AND WE DO NOT HAVE ANY COUNTER CONDITIONS.**
- 6. GST PAYABLE EXTRA AS APPLICABLE**

[1. RATES SHOULD BE QUOTED IN FIGURES AS WELL AS IN WORDS. IN CASE OF CUTTING AND OVER WRITING IN RATES, TENDER WILL BE DECLARED AS INVALID. COMBINED RATES TO BE QUOTED FOR ALL THE ITEMS. RATES NOT QUOTED IN THE MANNER AS MENTIONED ABOVE WILL BE REJECTED

2. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.]

I/We agree with the above

Signature of Bidder/Contractor with Stamp