



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल
BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
TRANSFORMER SERVICES DEPARTMENT

Phone: +91-755-2502686, 3651, 3195 E-mail: txx.bpl@bhel.in, krishnasingh@bhel.in

TENDER NOTICE NO. TXX/TN/2019-20/02

DATED: 15/05/2019

Sub.: Tan delta testing on Bushings at variable frequency to be conducted on 20 nos Transformer (3-Ø) at various Substations of UPPTCL.

Dear Sir(s),

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

- **DATE & TIME OF RECEIPT OF THE TENDER:** 27/05/ 2019 Till 11.00 Hrs.
- **DATE & TIME OF TENDER OPENING:** 27/05/ 2019 after 14.00 Hrs.
- **PLACE OF TENDER SUBMISSION:** "GREEN COLOURED WORKS CONTRACT TENDER BOX" placed in Tender Room, Administrative Building, Ground Floor, BHEL, Bhopal – 462 022.

The details of the work shall be as per the **Scope of Work (Clause No. 2.0)**. Prices are to be submitted as **Price-bid format (Annexure-I)**. The other conditions and details of tender are as follows:

1.0 PROJECT: Tan delta testing on bushings at variable frequency to be conduct on 20 nos Transformer (3-Ø) at various Substation of UPPTCL.

Note: Most of site are in Uttar Pradesh however in some cases sites / customer may change within India as per BHEL requirement.

2.0 SCOPE OF WORK:

- 2.1 To carry out Tan delta testing on bushings at variable frequency to be conducted per transformer basis. All the bushings of one transformer is required to be completed in one job work. The tentative quantity of transformers (3-Ø) is 20 Nos. Bidder may quote the prices of testing for all the bushings per transformer basis as per price schedule Annexure-1. The bushing voltage class rating are 400/ 220/ 132/ 33 kV depending rating of transformer.
- 2.2 Above testing is required to conducted either during pre-erection stage (before installation on transformer) or pre-commissioning stage (after installation in transformer). During pre-erection stage, it has to be ensured that bushings shall be under hang/lifted in vertical position isolating from earth part.
- 2.3 Testing shall be carried out by using calibrated instrument. Calibration certificate is to be produced before testing at site.
- 2.4 Testing duration shall be 2-3 days per Transformer basis. In addition to this, 1 day shall be kept reserved for any shutdown / site related eventualities.
- 2.5 Submission of site test reports after completion of test at site. BHEL test procedure shall be given before respective site visit.
- 2.6 Price to be quoted per transformer basis shall be all inclusive of testing, visit charges, travelling, accommodation etc in price schedule Annexure-1.

3.0 TERMS OF PAYMENT:

- 3.1 Contractor can claim the 100% bill after completion of tan delta on bushings at variable frequency testing on individual Transformer basis.

3.2 Activity completion certificate certified by BHEL/customer is required to be submitted with each bill.

4.0 SCHEDULE OF WORK (COMPLETION PERIOD):

4.1 Entire work of all transformers shall be completed within 2 years from the date of issue of LOA/ Work order.

4.2 BHEL shall inform the Contractor for readiness of testing for individual transformer basis. Accordingly, Contractor must ensure to start the work within 7days after BHEL intimation of readiness.

4.3 **PENALTY:** Penalty @ 0.5% per week subject to maximum of 10% of the contract price shall be levied for the delay in completion of work on account of non-mobilization of activities at Contractor's part. GST on penalty shall be charged in extra

5.0 Extra Work / Activities:

The total work content envisaged in the tender and as mentioned in the scope of work (Clause 2.0) is to be undertaken on individual Transformer basis and accordingly the contract price of work order only will be admissible. However, under exigencies which may arise due to unforeseen problems during erection, failure of equipment's or any other reasons, extra work/activities may be required to be undertaken, which is not covered in the scope of work. BHEL will then ask the contractor to carry out such extra work/activities, a prior consent will be required from BHEL authorized official before undertaking any such extra work activities.

To carry out Tan delta testing on individual bushing (400/ 220/ 132/ 33 KV) at variable frequency as per BHEL requirement, **bidder shall quote rates in Annexure-II (Rates of extra work/ activities)**. The lowest picked up price / rate arrived in the bid will be offered to the L1 bidder to match the price. L1 party will have to compulsorily agree to same.

6.0 Mandatory document:

The tender shall be governed by following mandatory requirements for considering the offer:

6.1 QUALIFYING CRITERIA: Only those parties who fulfill the following eligibility criteria shall be considered for participating in the tender:

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs 1.36 Lakhs. The bidders will have to furnish documents of audited annual accounts (balance sheets, profit loss accounts) in support of their firm meeting the above criteria. In case documents of last financial year are not available, provisional certificate by auditor will required.

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a. One similar completed work costing not less than the amount equal to Rs 3.63 Lakhs.
OR
- b. Two similar completed works costing not less than the amount 2.27 Lakhs.
OR
- c. Three similar completed works costing not less than the amount equal 1.81 Lakhs.

Similar works means Tan delta testing on Bushings at variable frequency/competete testing on 400kV or higher class Transformers / Reactors. The parties will have to furnish documents (LOA & Work Completion Certificate) in support of their firm meeting anyone of the above criteria.

6.2 Copy of Permanent Income tax account number (PAN) and Goods & Services Tax Identification Number & Permanent Provident Account Number.

- 6.3** All the workmen deployed at site shall be covered under workmen compensation insurance. The insurance policy will have to be taken after award of work its copy shall be submitted on award of contract. An undertaking in this regards will have to be given along with the offer.
- 6.4** Tender cost of Rs. 500/- in favor of BHEL Bhopal as per Annexure-III/Clause 2.9. GST shall be extra.
- 6.5** Earnest Money Deposit as per Annexure-III/Clause 3.0.
- 6.6** A “No Deviation Certificate” in the prescribed format as per Annexure-V will have to be compulsorily attached with the offer.

The price schedule format, , Terms and Conditions stipulating tendering procedure, EMD, Security Deposit, General Conditions of Contract, Special Conditions of Contract, Instructions to Contractor Code for Safety.

Name of Annexure

- Annexure-I Format for price schedule
Annexure-II Rates of Extra work/ Activities
Annexure-III Term and conditions
Annexure-IV Instruction to contractor
Annexure-V Format for No Deviation certificate
Annexure-VI Organizational Information

Thanking You,
Yours Faithfully,
For and on behalf of BHEL Bhopal,



Krishna Singh (Dy Manager/TXX)
Transformer Services Department
Block – III Central Annexe, 1st floor,
Bharat Heavy Electricals Limited, Bhopal (MP) Pin – 462022

Enclosures: As above.

TENDER NOTICE NO. TXX/TN/2019-20/02

DATED: 15/05/2019

PRICE SCHEDULE**1.0 Price to be quoted bidder's (in Rs)**

SL No.	DETAIL OF WORK	UNIT PRICE (exclusive of taxes and duties) (In Rs.)	Transformer Qty. (In Nos.)	TOTAL PRICE (exclusive of taxes and duties) (In Rs.)
A	B	C	D	E = C x D
1.1	Price for Tan delta testing on Bushings at variable frequency to be conducted per Transformers basis at various project site as per Clause 1.0. (Scope of work as per Clause 2.0) (including travelling, accommodation & other charges)	20 (Twenty)
1.2	Total price exclusive of GST(F=(E))			
	TOTAL PRICE IN WORDS:			

2.0 Price to be quoted bidder's (In Rs.) for Extra Work/ Activities (Refer ANEXURE-II)

Sl. No.	DETAILS OF ACTIVITY	UNIT	TOTAL PRICE (exclusive of taxes and duties) (In Rs.)
2.1	Price for tan delta testing on individual Bushing of 400/220/132/33 kV at variable frequency. (including travelling, accommodation & other charges)	Lumpsum Per Bushing

NOTE:

- 1) The offer will be evaluated on the basis of total lumpsum price as quoted above in ROW-F.
- 2) Applicable GST shall be paid extra.
- 3) Any loss of tax credit due to the reason attributable to contractor shall be recovered from them along with interest.

(Signature & seal of Bidder)

RATES OF EXTRA WORK / ACTIVITIES

TENDER NOTICE NO. TXX/TN/2019-20/02

DATED: 15/05/2019

2.0 Price to be quoted bidder's (In Rs.) for Extra Work/ Activities

Sl. No.	DETAILS OF ACTIVITY	UNIT	TOTAL PRICE <i>(exclusive of taxes and duties)</i> <i>(In Rs.)</i>
2.1	Price for tan delta testing on individual Bushing of 400/220/132/33 kV at variable frequency. (including travelling, accommodation & other charges)	Lumpsum Per Bushing	Price to be quote at Sl.No: 2.0 of Annexure-I

(Signature & seal of Bidder)

TERMS AND CONDITIONS

TENDER NOTICE NO. TXX/TN/2019-20/02

DATED: 15/05/2019

1.0 DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- i) 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- ii) 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company providing the services and shall include their executors, administrators, successors and permitted assigns.
- iii) 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the work order.

- iv) 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- v) 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the Contractor commences from the date of issue of this letter and all the terms and conditions of Contract are applicable from this date.
- vi) 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL concerned authorities.
- vii) 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2.0.TENDERING PROCEDURE :

The tender shall be accepted and processed as follows:

The Tender shall be submitted in **TWO PARTS**, as described below:

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

- i) EMD of amount, equivalent to value as per Annexure-III/Clause No. 3.0 below, drawn in favor of "**Bharat Heavy Electricals Limited**" payable at **Bhopal** shall be enclosed. In the absence of submission of EMD, the offer will be summarily rejected.
- ii) Tender Fees of **Rs. 500/-** in favor of "**Bharat Heavy Electricals Limited**" shall be accepted through electronic-Mode only in favor of BHEL as detailed in Annexure-III/Clause 2.9 –below. In the absence of submission of same, the offer will be rejected. GST on tender fee shall be extra.

iii) Techno-commercial offer comprising of:

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

2.2. PART-II: (PRICE BID)

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

2.3. The Tender shall be addressed to the following:

To,

**THE TENDER ROOM ('GREEN COLOURED WORKS CONTRACT TENDER BOX')
ADMINISTRATIVE BUILDING, GROUND FLOOR,
BHARAT HEAVY ELECTRICALS LTD,
P.O. PIPLANI, BHOPAL (M.P.) Pin-462022.**

- 2.4. The tender shall be dropped in the above stipulated tender box positively **before 11.00 hrs on the due date (as mentioned above)**. It will be bidder's responsibility to ensure submission of tender in the designated "**Green Coloured Works Contract Tender Box**" before expiry of due date and time. Any tender which is received after **11.00 Hrs on the due date and subsequently** shall not be considered and will be returned to the sender. No explanation/ reasoning for late submission/receipt of tender will be entertained.
- 2.5. In case, Bidders wants to deputing their representative at BHEL Bhopal for dropping their offer in the tender box then bidder has to obtain security gate pass for reaching at tender box. In such case, bidders shall have to send personal details to BHEL at least one day in advance for obtaining security gate pass.
- 2.6. Bidders may note that the PART-I: (TECHNO-COMMERCIAL BID) of the tender shall be opened in tender room of BHEL Bhopal on tender due date after 14.00 hrs in presence of those tenderer's who choose to be present. PART-II (PRICE BID) of only those bidders whose offers will be techno-commercially short listed after scrutiny will be opened later.
- 2.7. The tenderer is advised to satisfy themselves for work environments & be acquainted with the actual working and other prevalent conditions regarding organizing resources to various sites across the country prior to submission of tender. No claim will be entertained later on grounds of lack of knowledge.
- 2.8. In case of any query/doubt on the tender specifications, bidder can contact the concerned authority for clarification before tender submission. No modification/ deviation w.r.t. any clause, terms & conditions etc shall be acceptable after opening of tender.
- 2.9. Cost of the Tender documents is **Rs. 500/- (Rupees Five Hundred only)**, shall be accepted through electronic-Mode only in favor of BHEL (NEFT/RTGS/Net Banking/POS/SB Collect etc.) and following is the link for Bank details /Net Banking -SB Collect <https://www.bhelbpl.co.in/gcins/iccs.htm> (refer clause 3.2 – below for detail procedure of depositing Tender fee).Tender received without remittance of tender cost will not be considered & will be rejected.

3.0 EARNEST MONEY DEPOSIT (EMD) :

Earnest Money Deposit will be as per the tender documents. EMD is to be paid by each tenderer for securing fulfillment of any obligation in terms of NIT.

3.1 Rates of EMD shall be as under :

3.1.1 For works / services : **Rs: 9067 /-**

The bidder can also opt for submission of one time EMD of Rs. 5 Lakhs which will qualify him to participate in all other tenders.

3.2 MODES OF DEPOSIT :

EMD shall be accepted through electronic-Mode in favor of BHEL (NEFT/RTGS/Net Banking/POS/SB Collect etc.) and following is the link for Bank details /Net Banking -SB Collect. <https://www.bhelbpl.co.in/qcins/iccs.htm>. The procedure is reiterated below:

- a. After reading the instruction for depositing the amount; EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposit together under EMD module where the EMD & Tender Fee both are applicable.
- b. After the successful payment DU No shall be generated from the banking system.
- c. After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be enter separately
- d. As and when credit received in BHEL account, automatic mail sent to the depositor.

Note: - After submitting the Deposit Slip a control number will be generated through system which can be used for getting print out from the system, same to be enclosed with bidding documents.

3.3 FORFEITURE OF EMD:

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

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

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

3.4 EMD given by all unsuccessful tenderer shall be refunded normally within one month after award of work to the successful bidder.

3.5 EMD shall not carry any interest.

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

4 SECURITY DEPOSIT (SD) :

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

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

4.2 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) Electronic Fund Transfer in favour of BHEL (**For E-payment procedure refer clause 3.2**)
- 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 the Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable in favour of BHEL).

Note: Acceptance of Security Deposit against Sl. no. (iv) and (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

4.3 COLLECTION OF SECURITY:

- i) At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- ii) If the value of work order at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the contractor or recovered from payment/s due to the contractor.
- iii) The recoveries made from running bills (cash deductions towards SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- iv) EMD of the successful tenderer shall be converted and adjusted against the security Deposit
- v) Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of contract.
- vi) The Security deposit shall not carry any interest.

5 GENERAL CONDITIONS OF CONTRACT

- 5.1 Official Secret Act: The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.
- 5.2 Mode of Communications: Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within 3 days of the delivery, even if they have not received / not opened/ having any problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

- 5.3 Bidders may note that only the cases in which the work has been awarded directly by manufacturer/utility/Importer of transformer/reactor shall be considered and all other works, which has been sub-let by another contractor, will not be accepted for qualifying in the tender as per NIT Clause 9.0.
- 5.4 The tenderer has to confirm all clauses of as mentioned above, Deviations, if any, have to be recorded clearly, against the respective serial number. All the documents of the tender shall be signed by tenderer on every page and sent with the offer.
- 5.5 **Offers will be evaluated on the basis of total lump sum price at each site as per schedule of prices.** The breakup of price (in percentage as mentioned in "Terms of payment") is for the purpose of payment after successful completion of each activity by the contractor.
- 5.6 For the **Extra Activities**, the applicable rates are mentioned in Annexure-II-Rates of Optional Activities. These rates are mentioned against each activity as a percentage of total Contract price of one transformer or reactor mentioned in price schedule (Annexure-I)
- 5.7 All the quoted prices shall be **exclusive of GST** and any other taxes as may be applicable.
- 5.8 The offer should be valid for minimum of 90 days from the date of opening the bid.
- 5.9 The bidders shall be required to submit furnish their organizational information in the format attached herewith as Annexure-V.
- 5.10 If the tenderer attaches any other conditions in the offer, than due to its implications prices may be loaded to the quoted price during evaluation.
- 5.11 All tender papers dully filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the contract.
- 5.12 HSN code /SAC, rate of tax under GST and Applicable GST(IGST,CGST/SGST/UT/GST) and GSTIN shall he clearly mentioned by the bidder.
- Bidder has to give his undertaking that GST portion of the invoice shall be released only upon:
- All invoices raised by contractors /venders must be GST complaint Tax invoices as per GST invoices rules.
 - Contractor declaring such invoices in his GSTR-1 and
 - Receipt of good /services and tax invoices by BHEL and
 - Confirmation of payment of GST thereon by contractor on GSTN portal.
 - Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- 5.13 Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
- 5.14 Bidder has to ensure and to give an undertaking that in case tax credit is delayed/denied to BHEL due to non/delayed receipt of services /goods and /or tax invoices or expiry of the timeline prescribed in tax laws for availing such ITC,or any other reasons not attributable to BHEL, tax amount shall be recoverable from contractor along with interest levied /leviable on BHEL.
- 5.15 Bidder has to give an undertaking that in case he delays in declaring such invoices 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 contractor along with interest levied /leviable from BHEL. Hence payment of GST portion along with interest portion will be payable only after the last date/chance for availing ITC.

Reserve Charge under GST

In respect of goods, reverse charge liability to pay GST shall arise at the earliest of the date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.

In respect of services, reverse charge liability shall arise at the earliest date of payment to service provider or 60 days from the date of issue of invoice by service provider.

Any GST liability arising on BHEL under reverse charge before actual receipt of goods and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

- 5.16 Penalty /LD shall be charged as per the NIT condition. GST applicable on the same shall be charged extra. TSD as per prevailing GST law shall be deducted from the bills.
- 5.17 All communications shall be made by/addressed to on behalf of BHEL by following officer or his authorized representatives. Any change will be informed time to time.
Dy. General Manager, Transformer Service Department, Bharat Heavy Electricals Ltd, P.O. Piplani, Bhopal (M.P.) Pin-462022, Telephone. : 0755-2502318/2502686/2500485, Email : txx.bpl@bhel.in.

6 SPECIAL CONDITIONS OF CONTRACT:

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

- 6.1 BHEL does not bind themselves to award the work to lowest tenderer or any other bidder. It will be it sole discretion to process or cancel the tender and no reason/explanation shall be given for their decision.
- 6.2 The tenderer should engage only those workers for the works, which are covered under their P.F. & E.S.I. Registration, Payment of premium for P.F., PAN No. & E.S.I. of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL.
- 6.3 The prices shall be firm and final and shall be quoted strictly in the price-bid format provided in the Annexure-I. Applicable Tax shall be paid extra against proof of their deposition in the accounts of government.
- 6.4 The Contractor shall follow all the statutory compliances and all the prevailing Industrial / Labour laws/ Govt. laws, statutory safety clauses as amended from time to time including as per Annexure-III.
- 6.5 If any urgent work (in respect whereof the decision of the BHEL shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.
- 6.6 The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the customer premises. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- 6.7 The Contractor shall not sublet, transfer or assign the whole or any part of the work under the Contract.
- 6.8 The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the Contractor. In case the Contractor does not carry out the Contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, it will be brought to HIS notice first to rectify the deficiency/ anomaly within (15) days failing which BHEL reserves the right to impose the penalty maximum 10% of the Contract price in the and/or terminate the Contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the Contract.
- 6.9 Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the Contract without assigning any reason thereof by giving 30 days' notice in writing to the Contractor.

- 6.10 The cancellation of Contract may be either for whole or part of the Contract at BHEL's option. In the event of termination of Contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the Contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 6.11 All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Hon'ble Court of Madhya Pradesh.
- 6.12 The firm will be required to sign a Contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.
- 6.13 The bidder will have to ensure before submission of his bids, that adequate manpower and resources are available at his disposal to be deployed at site in the above given time frame. The final work schedule may vary depending on the prevalent site conditions and customer requirements and may be revised for early completion of respective activities/readiness of charging during the course of execution. These revised targets shall be informed to Contractor by BHEL time to time. Accordingly, Contractor has to meet such targets set out by the customer/BHEL by augmenting their resources. The Contractor shall have to work in parallel at more than one Transformer/Reactor as may be required during execution of work to meet the targets for readiness of charging set out by the customer and informed by BHEL to Contractor time to time
- 6.14 In the event of schedule is delayed for the reason beyond Contractor's control, the Contractor shall keep the provision for continuing the work upto one year beyond above completion period if so considered by BHEL for time extension of Contract Agreement. In such case, the rates as quoted in Price Schedule will be applicable for the extended period
- 6.15 BHEL may also increase/decrease the quantity of equipment's/items included in the work content. Pro-rata rates shall be paid to the Contractor for the same.

6.16 RIGHTS OF BHEL:

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

Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the Contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the Contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the Contractor.
- d) Assignment, transfer, subletting of the Contract work without BHEL's written permission.
- e) Non-fulfillment of any Contractual obligations or obligations under the law.
- f) **If any T&P mention in scope of work are not arrange by contractor ,then BHEL reserves right to arrange the T&P at risk & cost of contractor. Amount incurred in arrangement the T&P /facility at site shall be deducted with overhead charges (as per BHEL norms) from contractor bills.**

6.17 FORCE MAJEURE:

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

INSTRUCTIONS TO CONTRACTOR

TENDER NOTICE NO. TXX/TN/2019-20/02

DATED: 15/05/2019

1. BHEL shall have the privity of the Contract with the Contractor only and will give instructions to the Contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the Contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The Contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this Contract.
3. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the Contractor will deploy any casual employee to carry out the job nor shall sub-Contract the job without prior written permission.
4. Contractor shall observe Provisions of the relevant labour law in respect of working hours, holidays, rest intervals, leave and overtime to his employee. .
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate for each Contract separately.

"It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in -----
----- (type of work) against work order no. ----- in ----- (name of department).

Signature of Contractor

PAYMENT OF WAGES

- i) Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages and shall record under his signature at the end of entries in the Register of wages in the following form.
"Certified that the amount shown in column no. has been paid to the workers concerned in my presence on date at time....."
- ii) In case Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the Contract can be utilized by BHEL to discharge the liability of the Contractor.

SAFETY AND DISCIPLINARY ACTION

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the Contractor failing which BHEL will provide safety equipment to such Contractor employees and cost of which including overheads as deemed fit shall be recovered from Contractor bills/dues. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, Contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.
4. The Contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.

5. 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.

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

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.

Compensation in respect of each of the victims:

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

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

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

6. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the Contractor.
7. Contractor shall fully comply provisions of various applicable labour laws.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

1. Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
2. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
3. Contractor shall provide information as required in respect of all his employees employed by him to enable the Contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.
4. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall fully comply various labour laws and other enactments as applicable for such Contracts.

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950
- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. Maternity Benefit Act 1961
- .. Equal Emolument Act 1976
- .. Payment of Bonus Act 1963
- .. Inter State Migrant Act.

STATUTORY INSTRUCTIONS TO CONTRACTOR

STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining:

1. Labour License
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers Form 13.

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

1. Employment card as per rule no 76 of Contract labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
7. Obtain insurance cover for his employees/ equipment's, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment's for his employees
12. Distribute wage slip each month to his employees,
13. Ensure payment as per minimum wages act, 1948,.
14. Preferably Uniform to labours different from BHEL employees
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

ON COMPLETION OF WORK: Submission of PF & inspection report.

**FORMAT FOR
"NO DEVIATION CERTIFICATE"**

TENDER NOTICE NO. TXX/TN/2019-20/02

DATED: 15/05/2019

NO DEVIATION CERTIFICATE

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

Signed By :

Name : _____

Designation : _____

Organization : _____

Date & Place : _____

Phone/Fax/Email : _____

Stamp & Seal : _____

(Signature & seal of Bidder)

ORGANIZATIONAL INFORMATION

TENDER NOTICE NO. TXX/TN/2019-20/02

DATED: 15/05/2019

Sl.	Description	Bidder's Information
1	Bidder's Name, Full Address / Pin Code	
2	Name(s) of Contact Person(s) Mobile No(s). of authorized signatory of bid document	
3	Tel. No. / Fax No./ e-mail	
4	Bid Ref. No. & Date	
5	Type of Company (Limited Company / Private Company / Co-Operative Society / Partnership Firm / Proprietorship)	
6	Year of establishment, Company Registration No. & date	
7	Director / Partner / Owner/ Proprietor Information	
8	Income Tax PAN	
9	Service Tax Registration No.	
10	PF Registration No.	
11	GSTIN Number.	

(Signature & seal of Bidder)