

The offer should be submitted in a sealed cover super scribing tender number & due date addressed to

**DGM/ CPBG-Production**  
**Bharat Heavy Electricals Ltd**  
**Electro Porcelains Division**  
**PB No: 1245, Science Institute Post**  
**Bangalore - 560 012**

So as to reach here. Tenders should be dropped in the Tender Box. . Tender-Box is kept in the Reception of BHEL-EPD on or before 2.00 p.m. on the due date (30<sup>th</sup> May 2017) and the tenders will be opened at 2-30p.m. on the same date in the presence of those vendors or their authorized representatives who wish to be present.

PRICES ARE TO BE QUOTED AS PER NIT.

Bidder should submit their offer in **two parts [Techno-Commercial Bid & Price Bid]**. The offer containing both the parts shall be submitted in sealed covers and the cover should have the tender name (**BHEL-EPD-CPBG-WCT4-Manuguru-2016/17**), Techno-Commercial Bid / Price Bid and **due Date (30<sup>th</sup> May 2017)** written on it. Each part shall be put in a separate sealed envelope and the cover should have the corresponding part name, subject of tender and due date written on it. **Only the techno-commercial part will be opened on the due date.** THE TECHNO-COMMERCIAL OFFER SHOULD CONTAIN FILLED & SIGNED PRE-BID QUALIFICATION IN THE FORMAT ATTACHED HEREWITH IN THE COMPANY LETTER HEAD along with other necessary documents as mentioned in NIT.

Example of the covers & envelope for offer are shown overleaf.

**Cover-1**

Techno-Commercial Bid  
BHEL-EPD-CPBG-WCT4-  
Manuguru-2017/18  
Due date 30th May 2017

**Cover-2**

Price Bid  
BHEL-EPD-CPBG-WCT4-  
Manuguru-2017/18  
Due date 30th May 2017



BHEL-EPD-CPBG-WCT4-Manuguru-2017/18  
Due Date 30th May 2017

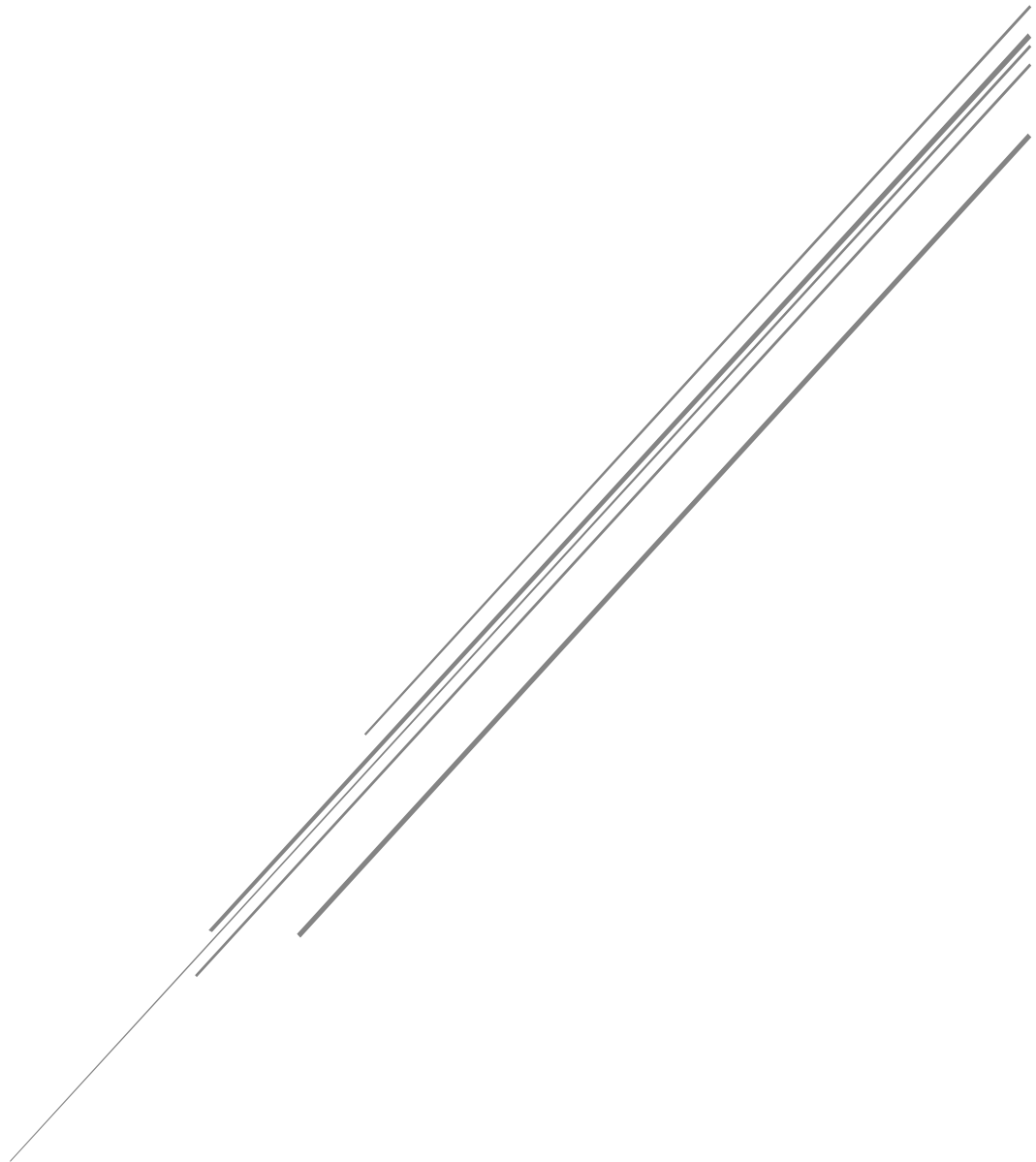
To  
DGM/ CPBG-Production  
Bharat Heavy Electricals Ltd  
Electro Porcelains Division  
PB No: 1245, Science Institute Post  
Bangalore - 560 012

From.  
Name of the bidding Firm  
Address of the bidding Firm

**Envelope = Cover-1 + Cover-2**

# NOTICE INVITING TENDER

Wiring Contract-4 for Low Voltage Switchboards for  
4x270MW Manuguru (Bhadradri) Thermal Power Station



**BHEL-EPD-CPBG-WCT4-Manuguru-2017/18**

BHEL-EPD is inviting sealed tender in two-part bid for wiring and assembly of low-voltage switchgear for TSGENCO projects-2. The whole NIT document is divided into the following parts:-

Volume	Part	Description
I	0	Preamble
	1	General Terms & Conditions
	2	Bid Questionnaire
	3	Commercial-Terms
	4	Non-Technical Deviations
II	1	Overview of the Contract
	2	Scope Matrix
	3	Modalities of the Contract
	4	Material Unavailability Clause
	5	Change-Management
	6	Technical Deviations
	7	Engineering Documents
III	1	Summary PB_MTPS
	2	Breakup PB_MTPS
	3	Unit Rates-MTPS

Tender Due Date: 30.05.2017, 02:00pm

Tender Opening Date: 30.05.2017, 02:30pm

EMD: 5 Lac 80 Thousand INR

Please super scribe "Enquiry: BHEL-EPD-CPBG-WCT4-Manuguru-2017/18 (4x270MW) Due date: 30.05.2017" in all your sealed envelopes with your full company name and address printed / stamped / hand-written. All bidders should submit 3 sealed envelopes:-

- 1) Techno-Commercial Offer / Bid
- 2) Price Bid

Please read all the tender documents completely. Techno-Commercial Bid should contain:-

- A. EMD
- B. Printed / Photocopy of each page of Vol-I & Vol-II of NIT with original signature of the bidder on each page.
- C. **All supporting documents in support of Eligibility Criteria**
- D. **Deviation sheet for Non-Technical requirement inclusive of commercial**
- E. **Deviation sheet for Technical requirement**
- F. Signed copy of unpriced price bid format for Vol-III



## **TENDER DOCUMENT**

- 1.0 BHEL/ EPD (A Govt. of India Enterprise) is desirous of engaging a Contractors for **carrying out wiring, integration and testing work of LV SwitchGear** providing labour and supply of required material as per contract for **carrying out wiring, integration and testing of LV Switch gear work at CPBG Dept of BHEL-EPD,Bangalore.**
- 2.0 Sealed Bids are invited under Single stage two part bid (Part-A: Techno-Commercial Bid and Part-B: Price Bid) system from the competent Agencies with sound Technical and financial capabilities, fulfilling the qualifying requirements stated in the tender documents.
- 3.0 Interested and eligible parties may study the tender document carefully and offer their bids.
- 4.0 The salient features of the tender documents are as follows :
  - a) Notice inviting Tender
  - b) Instruction to Tenderer
  - c) General terms and conditions
  - d) Duties and Responsibilities of Contractor
  - e) Scope Work description ( refer volume II, part 1 to 5 & 7)
  - f) Proforma for offering techno- commercial bid (refer Volume I, part 2 & 3)
  - g) Price Bid Formats (refer volume III, part 1,2 & 3)
  - h) Reverse auction format
  - i) General Terms and conditions of reverse auction
  - j) Declaration by Contractor
  - k) Agreement between Contractor and BHEL- EPD
- 5.0 A set of tender documents (non-transferable) may be down loaded from BHEL website. ([www.bhel.in](http://www.bhel.in) or [www.bhelceramics.com](http://www.bhelceramics.com))
- 6.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decided to go for RA.
- 7.0 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

**(Signature & Designation of Official)**

## **CONTENTS**



### 1.0 NOTICE INVITING TENDER

1. Tender No. : BHEL-EPD-CPBG-WCT4-Manuguru-2017/18
2. Qualifying Requirement : As per NIT Terms & Conditions
3. Duration of Contract: Two Years\*
4. Earnest Money Deposit to accompany Tender: Rs 5, 80,000/-  
(Rupees Five Lakhs Eighty Thousand only)  
# DD in favour of BHEL-EPD payable at  
Bangalore
5. **Last date for submission of tender doc.: Up to 14:00 hrs of 30th May, 2017**
6. **Date and time of opening of Tender (Part-A): at 14:30 hrs on 30th May, 2017**

Date: 06/05/2017

Name: B. M. Hiremani  
Designation: DGM / CPBG(P)  
BHEL-EPD, Bangalore

Note:

\* Refer Volume-I Part-3 of NIT

# To know all the options of submitting EMD, please refer clause 3.2.1 of Volume-I Part-1 of NIT



## 2.0 INSTRUCTIONS TO TENDERER:

- 2.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:  
  
Part 'A': **Techno-commercial Bid** (To be submitted in sealed cover enabling us to open on **30/05/2017 at 14:30 hrs.**)  
  
Part 'B': **Price Bid to be submitted in sealed cover as per Tender conditions.**
- 2.2 Part 'A' must be duly completed and sealed along with the Earnest Money Deposit (EMD) of Rs. 5,80,000/- (Rupees Five Lakhs Eighty Thousand only) in a separate envelope superscribed "Tender Enquiry No. BHEL-EPD-CPBG-WCT4-Manuguru-2017/18 Due date May 30th, 2017 Part 'A' Techno-commercial Bid". **The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid.**
- 2.3 The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
- 2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope superscribed "Tender Enquiry No. **BHEL-EPD-CPBG-WCT4-Manuguru-2017/18 Due date May 30th, 2017 Part 'B' - Price Bid**".
- 2.5 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with **each page duly signed** by the tenderer as a token of acceptance.
- 2.6 Part 'B' – **the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.**
- 2.7 The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course. BHEL will decide on the starting bid in the REVERSE AUCTION. General Terms and Conditions of Reverse Auction are furnished. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activity. In case of option of reverse auction is not exercised by BHEL, then Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid
- 2.8 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- 2.9 The tenderer should submit the tender documents intact without detaching any page or pages.
- 2.10 The Name of the tenderer should be written or the contractors seal to be put on the sealed envelope.
- 2.11 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.



- 2.12 **All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted.** All the columns in the tender form should be filled without leaving any column blank in any page of the tender. **In case any of the columns are left blank, the tender can be rejected.**
- 2.13 The price/rate should be quoted in figures as well as words.
- 2.14 Each and every page of tender documents should be stamped & signed by the tenderer.
- 2.15 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Tender Box kept at Reception so as to reach on or before **14:00 hrs on May 30th, 2017**. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on **May 30th, 2017 at 14:30 hrs** on the same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender opening of part 'B' - Price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.
- 2.16 For any further details required, Sr Engineer/CPBG Production of BHEL/EPD, Bangalore may be contacted in person or through Telephone Nos. **(080-22182281/8497803999)**.
- 2.17 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
- 2.18 **PRICE BID** - The tenderers are required to submit their quotations duly written on top of the Price bid for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activities after careful study of the actual job requirement so that, incase the contract is awarded, contractor should not express any difficulties in execution of the contract.
- 2.19 **VALIDITY OF RATES:** The rates quoted should be valid for 90 days initially from the date of opening of the pre-qualification bid.
- 2.20 The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Service Tax, etc., as per the directives issued by BHEL time to time.
- 2.21 The tenderer will be required to quote the rates against each item of work and material supply , integration and testing after completion of wiring work of board (both in figures and words)/each board wise.
- 2.22 Rates for each items of the tender schedule should be quoted in Indian Rupees and Paisa only. In case of difference in the rates quoted in figures and words, the lower of the two rates will be taken as the tendered rate.





- 2.23 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.24 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.25 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.26 Tender document should be complete in all respects.
- 2.27 Successful tenderers shall enter into an Agreement on stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the proforma given by BHEL.
- 2.28 The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per Volume-I, Part-4 for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Volume-II, Part-6 for Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.
- 2.29 Tenders not submitted in the prescribed forms will be rejected.
- 2.30 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.31 **Eligible tenderers will be informed of reverse auction as per procedure as stated in the document**
- 2.32 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.33 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.34 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.



### 3.0 GENERAL TERMS AND CONDITIONS

#### 3.1 Eligibility Criteria (for reply format refer volume-I, part-2)

- 3.1.1 In case of Firm of contractor, the same should be a registered and well established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2 Tenderer should have the essential License under Factory license and Contract Labour (Regulation & Abolition) Act 1970. However, in labour contracts, the tenderer should produce the license before commencement of work.
- 3.1.3 A copy of the license issued by the Labour Dept under Contract Labour (Regulation & Abolition) Act 1970 to be produced to establish that tenderer is a valid licensee to carry out the work. Successful tenderer has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
- 3.1.4 Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.5 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.6 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.7 A Solvency Certificate from a Nationalized Bank should be produced regarding the tenderer's financial position.
- 3.1.8 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.9 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration (Ref 6A). During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.10 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.11 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.12 If the tenderer gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
- 3.1.13 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Bangalore. Absence of such an arrangement may lead to disqualification of the Tenderer.
- 3.1.14. The Contractor shall have appropriate financial resources to handle the contracts. For this purpose, the eligibility of the contractor will be decided based on the **Bankers Solvency**



**Certificate provided by the Tenderer** at the time of submission of Tender. The Solvency Certificate value shall be more than as mentioned in Volume-I Part-2.

3.1.15. Also further, (i) Average Annual Financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous year, should be at least as mentioned in Volume-I Part-2.

**AND**

(ii) Experience criterion should be as mentioned in Volume-I Part-2.

3.1.16. In the event of any Contractor falling short of the Solvency Limit as fixed by BHEL-EPD under 3.1.14 and 3.1.15 above, while participating in Tender(s) floated in EPD, it would be deemed that the Contractor does not have the requisite financial resources to execute further contracts. As such, the Price Bid(s) of such Contractor(s) falling short of the limit indicated in para 3.1.14 & 3.1.15 above, will not be opened and further participation in the tender would be treated as null and void. In all such cases of rejection of Price Bids, the EMD amount would be refunded by BHEL within 15 days of acceptance of award of work by the successful tenderers.

3.1.17 NON DISCLOSURE AGREEMENT: Vendor/Lessor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.

3.1.18. CONFIDENTIALITY: Vendor/Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the purchaser / Lessee and also of the Systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

3.1.19. MSME 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-A) 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 is observed in the above required documents or all 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.

### **3.2 EARNEST MONEY DEPOSIT (EMD):**

3.2.1 Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents Part – A. EMD is payable in Cash (as permissible under Income Tax Act), Pay order or Demand Draft favouring BHEL, EPD payable at Bangalore.

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, EPD payable at Bangalore (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 atleast six months.



3.2.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:

- 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.

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.

3.2.3 Tenders without EMD are liable to be rejected.

3.2.4 EMD shall not carry any interest nor confer any right for award of contract.

3.2.5 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderers.

### **3.3 SECURITY DEPOSIT (SD) :**

3.3.1 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.

3.3.2 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) 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)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

3.3.3 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.

3.3.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.



3.3.5 The Security Deposit shall not carry any interest.

### 3.4 STATUTORY REQUIREMENTS:

- 3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen.
- 3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, travelling allowance, attendance bonus etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill.
- 3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.
- 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.
- 3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 3.4.9 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

### 3.5 Manpower:

- 3.5.1 The Contractor shall provide the required/skilled 20 nos manpower for executing the wiring, integration and testing work. The contractor shall not engage a person who is less than 18 years of age and more than 60 years of age.
- 3.5.2 The contractor shall be responsible for safety of his laborers while they are engaged for work connected with the contract. BHEL, in order to ensure the quality and uniformity of the safety appliances, will provide the same as per requirement to the contractor for



distribution to his workmen who are engaged in the premises. The Contractor shall be responsible for the appropriate usage of the said safety appliances.

- 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representative one supervisor shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. However, the contractor shall not engage any person who has completed 60 years of age. Further, retired employees of BHEL with specialized skills may be engaged upto 65 years with the specific approval of BHEL. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating/ working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

### **3.6 PERIOD OF CONTRACT**

- 3.6.1 The contract shall be, initially, for a period of two year.
- 3.6.2 The parties, if mutually agreed upon, may extend the period of contract for a further period of ONE year on the same terms and conditions.
- 3.6.3 The parties are at liberty to terminate the Agreement by giving three calendar months notice in writing and the loss if any caused to the other party due to termination of contract shall be compensated by the party terminating it.

### **3.7 FAILURE TO COMPLY WITH CONTRACT**

- 3.7.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.



3.7.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.

3.7.3 In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Tenderer.

### **3.8 PAYMENT TO THE CONTRACTOR**

3.8.1 The contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work. For details about payment terms refer Volume-I Part-3.

3.8.2 The Contractor shall initially pay the wages, **additional wages, bonus, OT** and other allowances of his workmen.

3.8.3 The Contractor shall file the electronic return of PF/ESI and submit proof of payment of both the employers' and employees' contributions every month. (PF has to be remitted by 15<sup>th</sup> and ESI by 21<sup>st</sup> of the succeeding month). Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and pF/ESI No. and deductions made) for whom the contribution has been submitted by him for the said period.

### **3.9 SUB-CONTRACTING**

3.9.1 The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

### **3.10 LAWS GOVERNING THE CONTRACT**

3.10.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

3.10.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

3.10.3 All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Court or mutually agreed Arbitrator.

### **3.11 LEGAL JURISDICTION:**

3.11.1 In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bangalore, where BHEL - EPD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-EPD is situated and no other court shall have the jurisdiction.



#### **4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

- 4.1 The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.4 All the registered contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 4.5 EPD – Bangalore is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 4.6 Workmen insured under ESI Act only shall be deployed in wiring, integration and testing work.
- 4.7 Not with standing any thing contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 4.8 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Chalan.
  - (ii) Annual Return in Form 6A along with Form 3A.
- 4.9 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
  - Pass Book.
  - Cash Book.
  - Attendance.
  - Wage Register.
- 4.10 The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948.





- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
- (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said acts.
- (iii) The Contractor shall arrange for his own P.F. and ESI Code No. from the PF and ESI authorities respectively. The contractor will be reimbursed by BHEL the expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges.

- 4.11 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act.
- 4.12 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. Contribution made by the contractor in this regard will be reimbursed on submission of proof. He will also be responsible to pay retrenchment compensation under the Act.
- 4.13 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.,
- 4.14 The Wage period for the Workmen of Contractors shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month. The disbursement shall be preponed to the 6<sup>th</sup> day, if the 7<sup>th</sup> day happens to be a holiday. Similarly, in case of Overtime wages, the contractor shall make the OT payment to his workmen along with the salary within 7 days of the closure of the wage month The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Account to the Accounts of his workmen so that risks associated with cash transactions can be avoided.
- 4.15 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 payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.16 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform will be provided by Contractor at its own cost. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.17 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.18 **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.



- 4.19 Besides the three national holidays 15<sup>th</sup> August, 26<sup>th</sup> January and 2<sup>nd</sup> October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract workmen works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.20 **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.
- 4.21 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.
- |      |            |                        |
|------|------------|------------------------|
| (I)  | Leave Book | Form No. 15 (Rule 121) |
| (II) | Nomination | Form No. 25 (Rule 127) |
- 4.22 The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.
- 4.23 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week.
- 4.24 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.25 Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract by the concerned Officials and submission of an Indemnity Bond from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.31 The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax cell) Bangalore, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 4.33 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated with out any notice.
- 4.34 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.



- 4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, Employee Provident Fund Act and other relevant Acts applicable to his workmen under this Contract.
- 4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.37 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.38 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.39 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 4.40 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 4.41 The Contractor, shall, without fail, give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.42 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 4.43 During the currency of contract, if the contractor is awarded any other work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.44 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on as per Volume-III Part-3 (quantity will be decided by BHEL). For details about extra work refer relevant section on "Change Management".



- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non observance of the said contract Labour regulations.
- 4.48 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.49 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.50 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.51 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days notice in writing.
- 4.54 **ARBITRATION:** If at any time, any question, dispute or difference on matter connected with this Work Order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head/Ceramic Business Unit, Bangalore. The award shall be final and binding on both parties. In any matter pertaining to law, the Agreement shall be subject to limits of local jurisdiction.



**6-A. TECHNO-COMMERCIAL BID APPLICATION**

To,

Deputy General Manager/ CPBG (production)  
 Bharat Heavy Electricals Limited  
 Electroporcelains Division,  
 IISc Post, Malleswaram,  
 Bangalore – 560 012

Dear Sir,

I / We hereby offer to carry out the **“Wiring, Integration and testing of LV Switch Boards work”** against Tender Enquiry No. “BHEL-EPD-CPBG-WCT4-Manuguru-2016/17”

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

Volume	Part	Description
I	0	Preamble
	1	General Terms & Conditions
	2	Bid Questionnaire
	3	Commercial-Terms
	4	Non-Technical Deviations
II	1	Overview of the Contract
	2	Scope Matrix
	3	Modalities of the Contract
	4	Material Unavailability Clause
	5	Change-Management
	6	Technical Deviations
	7	Engineering Documents
<b>And</b>		
III	1	Summary PB_MTPS
	2	Breakup PB_MTPS
	3	Unit Rates-MTPS

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of independent PF/ESI Code

OR

I/We are not in possession of independent PF/ESI Code. I/We undertake to obtain the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills.

} Strike out  
 which is not  
 applicable

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer  
 Date:



**TECHNO-COMMERCIAL BID QUESTIONNAIRE - A**

Tender Enquiry No. - . BHEL-EPD-CPBG-WCT4-Manuguru-2017/18

**Details of the Contractor**

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the control of the tenderer in BHEL . Yes / No  
(If yes furnish the details) :

	<u>Location/ Address</u>	<u>Value</u>	<u>Date of Completion</u>
1.			
2.			
3.			
4.			

d) Is any relative of tenderer employed in BHEL Yes / No

(If yes, furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer  
Date:



#### **6-B. EVALUATION OF PRICE BID**

- Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)
- In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.



### 7.0 DECLARATION BY TENDERER

I, -----, aged-----Yrs., S/o -----,  
Residing at -----  
-----

Hereby declare as follows:

- (i) That my nationality is \_\_\_\_\_.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal/Civil cases/Labour issues pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labour who is more than 18 years of age and less than 60 years of age having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :  
Place :





## 8.0 AGREEMENT BETWEEN CONTRACTOR AND BHEL- EPD

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Nine between M/s / Shri \_\_\_\_\_ aged about \_\_\_\_\_ years S/O of Shri \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the "**Contractor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns ) of the First part.

### AND

**BHARAT HEAVY ELECTRICALS LIMITED, ELECTROPORCELAINS DIVISION**, Prof. CNR Circle, P.B.1245, IISc Post, Malleswaram, BANGALORE-560012, a Company incorporated under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort New Delhi - 110049, **hereinafter called " BHEL-EPD "** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the second part.

Whereas

1. BHEL, EPD is desirous of entrusting to the said contractor to engage and carryout the contract job of ..... more specifically mentioned in the Annexure (hereinafter called the Contract work) to this Agreement.
2. The Contractor who is a specialized agency in the type of contract work in different establishments has agreed to undertake the said contract work on job contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

The Terms and conditions of this agreement are as stipulated in:

- (i) Notice Inviting Tender
- (ii) Scope of Work
- (iii) Proforma for Offering Techno-Commercial Bid
- (iv) Special Terms & Conditions of the Contract
- (v) General Terms and Conditions
- (vi) Duties and Responsibilities of Contractor
- (vii) Price Bid Format
- (viii) Declaration By Contractor
- (ix) Work Orders and Work Instructions issued to the Contractor
- (x) Agreement between Contractor and BHEL-EPD



Shall form part and parcel of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO through their authorized Representatives have signed these presents on the day, month and year mentioned above.

For and on behalf of M/s-----

[Authorized signatory]  
Name & Designation

Witness : 1

Signature :

Designation :

Address :

For and on behalf of  
Bharat Heavy Electricals Limited  
Electroporcelains Division,  
Bangalore 560012.

[Authorized signatory]  
Name & Designation

Witness : 2

Signature :

Designation :

Address :



## 9. Reverse Auction Terms & Conditions-Activities related to wiring, integration and testing work of LV Switchgear

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Service Provider The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.
3. **Auction Start price & Decremental Value:** The start price & Decremental value applicable in the on line reverse auction will be decided by BHEL after evaluating the bids received from the vendors in the on line initial sealed bid auction and will be available to the vendors on the bidding screen of the online reverse auction.
4. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell. The bidders to note that the first appreciable bid that comes in the system must be equal to or less than the auction start price which the bidder can view at the start of reverse auction and subsequent bids shall conform to minimum decremented value or multiples of the decremented value.
5. **AUCTION TYPE:** English No Ties Reverse (Refer Bidder Manual)
6. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
  - Rank of the bidder
  - Lowest bid in the reverse auction
  - Bid Placed by him
7. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site ----- using the Login ID and passwords given to them.
9. **OTHER TERMS & CONDITIONS:**
  - The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
  - The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
  - BHEL's decision on award of Contract shall be final and binding on all the Bidders.
  - BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.



- BHEL/Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site for the reasons which include Power supply interruption, System failure, non availability of WEB/Screen etc.
- BHEL/Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. BHEL / Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**NB: All the Bidders are required to submit the Agreement Form duly signed to Service Provider. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).**

- **After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.**

**9.1 Event Information**

The "BHEL" has contracted (name of service provider will be provided in the event of conducting RA) to conduct this online bidding event. **Service Provider** shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

**1. Scheduled Date & Time of the event:**

WILL BE INTIMATED BY BHEL.

Any change in the scheduled time will be duly informed to you in advance.

**2. Contact Information**

**"BHEL-EPD"**

<p>A. General Contract related Queries Name: Designation: Tel Nos. E-mail ID: Mobile No:</p>	<p>Subrata Sur Sr Engineer/ CPBG (prod) 080-22182281 <a href="mailto:ssur@bhelepd.com">ssur@bhelepd.com</a> 8497803999</p>
--	--

**"Service Provider"**

<b>Software Related Queries/ Process related Queries</b>	
<p>Name: Designation: Tel Nos. E-mail ID:</p>	<p>TO BE INTIMATED LATER</p>



**10.Process Compliance Form**

To  
Service Provider,  
-----  
-----,

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the bid document for ----- (Items) against BHEL Tender No. .... dated .....

This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal -

Name -

Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -



### **11. THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_ on behalf of the \_\_\_\_\_ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this.....day of .....20 .

Name

Company

Signature

**ELIGIBILITY CRITERIA AND BID QUESTIONNAIRE**

Sl.No.	Item	Eligibility Criteria	Bidder's Reply	Supporting Documents
1	ESI Code No	Tenderer should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that tenderer is independently registered as an employer under ESI to be produced. The employer is required to deploy his labours who are having valid ESI subscription.		
2	License under CL (R&A) Act	Contractor to submit labour license before commencement of work.		
3	PAN No.			
4	PF Code No	Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that tenderer is independently registered as an employer under PF to be produced. . The employer is required to deploy his labours who are having valid PF subscription.		

Sl.No.	Item	Eligibility Criteria	Bidder's Reply	Supporting Documents
5	Excise Duty Registration No.	NA		
6	TIN No.	NA		
7	Service Tax Registration No.	NA		
8	Banker's Name & Address	NA		
9	Bank ISFC code	NA		
10	Bank A/C No.	NA		
11	Bank Solvency Certificate Details	More than or equal to Rs. 29 Lacs (bank certificate within 6months from the date of scheduled tender opening)	Date of Certificate: Value (In Lac INR): Issuing Agency:	
12	Average Annual financial turnover financial years FY2013-14, FY2014-15 & FY2015-16	Average Annual financial turnover financial years FY2013-14, FY2014-15 & FY2015-16 should be at least Rs. 87 Lac	FY2013-14 : (In Lac INR) FY2014-15 : (In Lac INR) FY2015-16 : (In Lac INR) ----- Average : (in Lac INR)	
13	Experience of Simiar Works: Experience of having successfully completed similar works during last 7 years [Definition of Similar Work] Manufacturing of Low Voltage (less than 1000 Volts) Switchgear who has carried out the wiring, ferruling and testing of ACBs and starter modules.	Similar Work completed on or before 30th April 2017 should be either of the following:- a. Three similar completed works costing not less than Rs. 116 Lac OR, b. Two similar completed works costing not less than Rs. 145 Lac OR, c. One similar completed works costing not less than Rs. 232 Lac		



Sl.No.	Item	Eligibility Criteria	Bidder's Reply	Supporting Documents
14	Details of Work Carried out in Last Two Years	Minimum 50 breaker verticals and 100 fixed/draw-out P(M)CC verticals with at least 100 Direct-On-Line draw-out feeders in last 2 years from the date of scheduled tender opening.		
15	Earnest Money Deposit	5Lac 80 Thousand INR		

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. I declare that I have read the tender document completely and have understood the scope of work and terms & conditions governing the contract. I agree to abide by the same and other terms & conditions and guidelines issued by BHEL during the course of execution of the work as per the contract.

Signature of the Bidder

Date:

Commercial Terms		
Item	BHEL requirement	Bidder's Reply
Payment Terms	80% within 30 days of completion and 20% after completion of attending of customer inspection punch points.	
Delivery Period	Delivery Time per Board containing(double front & single front both considered as single vertical):- Up to 15 verticals = 2 weeks Above 15 verticals = 3 weeks From the date of handing over of Enclosure. Delivery delay due to material unavailability will be governed by Volume-II_Part-4 Material Unavailability Clause of NIT.	
Bidder Capacity	6-8 boards (any rating) per month.	
Late Delivery Penalty	1% per week up to 10% for full board value. Full board value will be calculated after board load list gets finalized using part-A & part-B of price bid. Both material & labour will be considered. No addition/deletion list will be considered for LD purpose.	
Risk Purchase Clause	Risk purchase clause is applicable in any of the following cases:: i) Contractor does not mobilize his resources to start the work within 7 days from the date of written intimation from BHEL. ii) Contractor response is not as per the project schedule or contractual terms.  A notice for 15 days shall be given to vendor for corrective measure, through email or registered post before taking risk and cost measure. Risk and cost shall involve deduction of value as per cost to BHEL plus 5% overheads.	
Price Validity (before opening PB / RA)	90 days from the date of Techno-Commercial bid opening	
Price Validity (during the tenure of Contract)	Price as per Awarded Work Order shall be firm for 2 years from the date of issue of Work Order / LOI. No PVC is applicable. However contract can be extended for 1 more (i.e. 3rd year) year with same rate and terms & conditions with mutual consent.	



BHEL-EPD is a supplier of LT-Switchboards used for different Power Plants and Industries. We assemble switchboards (draw-out & fixed) up-to 5000A. This job is about assembling of LT-switchboards for 4x270MW Manuguru (Bhadradri) thermal power plants. For detailed scope of work refer to **Vol-II\_Part-2\_II-2-Scope\_Matrix**, **Vol-II\_Part-3-Modalities\_of\_the\_Contract** and **Vol-II\_Part-5-Change-Management & Other parts of the NIT**.

The salient points of the contract are: - (Note this is not complete list of scope)

- 1) Sealed tender is sought from the bidders who are having experience in wiring of draw-out switchgear / ACB. For detailed qualification criteria, refer **Vol-I\_part-2-Bid\_Questionnaire and** relevant portions of **Vol-I\_part-1**.
- 2) Supply of enclosure with bus-bar\* & switchgear (components)\* except wiring consumables\* [like wire, cable, TB, DIN rail, cable turf, fasteners, nameplate, ferrule, cable tie , saddle etc.] are in BHEL scope.
- 3) Contractor needs\* to mount the switchgear components including CT, CST, PT, meters etc. and other free issued item by BHEL on the mounting plates supplied with the bare enclosure with all necessary fasteners, fix cable turf, DIN rail, resistance, diode shall be supplied by the contractor and wiring termination & shrouding wherever required to be done by the contractor.
- 4) All the jobs need to be performed at BHEL-EPD, Bangalore-Malleswaram.
- 5) Contractor has to depute exclusively at-least one supervisor for this contract. For details of qualification, roles & responsibilities of the supervisor refer **Vol-II\_Part-3-Modalities\_of\_the\_Contract**
- 6) Each switch-board consists of various modules (Unidirectional, Bi-Directional, Supply feeders) which are of different ratings (power components) of different schemes and the bidders are advised to go through various schemes enclosed in the NIT.
- 7) Schemes mentioned in this contract as part of **Vol-II\_Part-7-Engineering\_Documents** are tentative and are liable to be changed during detail engineering. . To deal with any change in the scheme or in the quantities of modules refer **Vol-II\_part-5-Change-Management**
- 8) It is the responsibility of the contractor to deploy sufficient manpower to complete the job to meet the delivery dates as mentioned in **Vol-I\_Part-3-Commercial-Terms**.
- 9) It is the responsibility of the contractor to abide by the statutory norms as mentioned in **Vol-I\_Part-1-General\_Terms-Conditions** and revisions thereof, if any.
- 10) Contractor needs to bring their tools and tackles for the completion of the work on returnable basis. Tools shall be properly calibrated and calibration certificate to be provided when demanded.
- 11) BHEL shall provide storage facility of tools & contractor materials based on the availability of the space.

Note:

- \* This scope is not full-list of scopes. Refer **Vol-II\_part-2-Scope\_Matrix** for detailed scope.

Sl.No.	Description	Material		Labour		Remarks
		BHEL	Contractor	BHEL	Contractor	
1	Handling of Breaker	NA	NA	No	Yes	Contractor is solely responsible for handling of ACB from issue of CPBG stores to fixing into panel.
2	Removal of packing for any switchgear	NA	NA	No	Yes*	In-addition to these contractor needs to comply with cleanliness requirement of BHEL
3	Supply & Fixing of DIN rail, Cable Tray (Metallic & Plastic)	No	Yes	No	Yes	All associated tools and accessories like cable tie, saddle, supporting clamps, fasteners, drilling machine, hacksaw; both material & labour are in the scope of contractor.
4	Supply of Terminal Blocks (all types) & Fasteners (all types)	No	Yes	No	Yes	-do-
5	Inter-panel wiring with supply of material	No	Yes	No	Yes	done by the contractor with supply of requisite material.
6	Mounting of cradle inside switchboard for drawout breaker	No	Yes	No	Yes	All type of mechanical work inclusive of supply of neccarry materials and work is solely in the scope of the
7	Fixing of cradle incoming and outgoing power terminals to Busbar as applicable*	No	Yes	No	Yes	Contractor needs to fix the cradle power terminals with busbar(As applicable for top/bottom/side,
8	Fixing of CT not considering CT packing.	Yes <sup>#</sup>	No	No	Yes	Handling of CT from the point of issue at CPBG-stores is contractor's responsibility. To fix CTs in busbar or in module, all the associated mechanical works like assembling & dis-assembling of busbars with all required materials, tools are to be done only by the contractor.
9	Providing suitable firm CT support (packing)	No	Yes	No	Yes	All necessary arrangements to fix CT firmly are to be done by Contractor. Both material & labour is in contractor scope.
10	Supply of Wires / Cables	No	Yes	NA	NA	Contractor has to supply wires / Cables as per relevant Indian Standard.
11	Arrangement of Crimping Tools, Wire Cutting Tools	No	Yes*	NA	NA	

Sl.No.	Description	Material		Labour		Remarks
		BHEL	Contractor	BHEL	Contractor	
12	Handling of any type of Transformer	NA	NA	No	Yes	Contractor is solely responsible for handling of all type of transformers from issue of CPBG stores to fixing into panel.
13	Termination of wires / cables	No	Yes	No	Yes	Any wire / cable termination related to the panel is the contractor scope both labour and material.
14	Supply of MCCB (Fixed & Drawout)	Yes	No	NA	NA	
15	Mounting of MCCB (Fixed & Drawout)	No	Yes	No	Yes	
16	Link work in MCCB as applicable	No	Yes	No	Yes	
17	Mounting of all switchgear other than Breaker & MCCB	No	Yes	No	Yes	All type of mechanical work inclusive of supply of necessary materials and work is solely in the scope of the contractor.
18	Supply & Fixing of Shrouding of Live parts	No	Yes	No	Yes	
19	Complete unit testing of each individual drawout	NA	NA	No	Yes	
20	Demonstration of AC & DC control supply with space heater bus, if any with necessary interlocking	NA	NA	No	Yes	Contractor has to bring all necessary tools & tackles with testing engineer and demonstrate full working & functional tests and BHEL will jointly witness and report is to be made as per specified format.
21	Demonstration of functional working of each breaker					
22	Making & fixing of ferruls, identification stickers, TB markers	No	Yes	No	Yes	Contractor has to supply & fix all the related materials. Arranging ferrul printing machine is in contractor scope.
23	Marking for as built drawing	NA	NA	No	Yes	Contractor has to provide scanned copy (pdf format in CD) of marked drawing used in production for the changes made in as-built
24	Enumeration, Supply & Fixing of Nameplates, Legendplates	No	Yes	No	Yes	Necessary drilling or modification required, if any, to be done by the contractor.

## Note:

- \* Please give importance to the remarks
- # Providing CT is only in BHEL scope.

**Essential Scope of Work for the Contractor**

1	Submission of wiring/mounting layout based on IGA provided by BHEL whenever necessary
2	Receiving of BHEL free issue material from CPBG-stores
3	Removal of packing of any component
4	Mounting of all components with all labour and supply of all necessary materials including but not limiting to all types of fasteners, cable-tray, cable-turf, DIN-rail with all types of operation like cutting-drilling-grinding-welding-soldering and any other necessary work.
5	All types of wiring with necessary crimping, ferruling & termination with supply of ferrule, lugs, sleeves etc. Bringing & arranging all necessary tools like crimping tool, ferrule printing machine etc. are in the scope of the contractor.
6	All types of inter-panel wiring both labour & material are solely in the scope of the contractor.
7	All drilling, opening, fixing, terminating from & to vertical busbars in the enclosure are in the scope of the contractor.
8	Any kind of termination with related to any module (fixed/draw-out), both in-terms of material & labour are in the scope of the contractor.
9	Contractor needs to supply material and fix shrouding of proper size in all live parts.
10	Testing of any switchboard as per scheme is in the scope of the contractor.
11	Contractor needs to arrange for all types of mounting, wiring, fabrication or testing tools
12	Contractor needs to enumerate, supply and fix all types of legend plates, name plates, identification stickers, danger, earthing stickers or any other informative product as and when required by BHEL
13	Contractor needs to supply & fix busbar link wherever required.
14	Contractor needs to fix all types of CT .
15	Contractor needs to supply & fix all types of CT supports and packing.
16	Contractor need to supply & fix all necessary terminal block & TB marker including those required for inter-panel wiring with necessary support & mounting as required.
17	Power TB's are also in scope of contractor apart from control TB's
18	Preparation of list of Material in BHEL scope from GA, SLD & Scheme
19	Preparation in softcopy of used (mounted on switchboard) component list with serial number, model, make & rating.

### Before opening of Techno-Commercial Bid

1. Bidder has to go through the full tender document inclusive of engineering documents.
2. Bidder can contact BHEL personnel as specified in the NIT.
3. Explanation on Part-A & Part-B in Price-Bid format: - The scope of work is divided into two parts.

**[Part-A]:** This consists of variable scope which accounts for the different draw-out and fixed modules. The different modules are mapped to individual scheme is tabulated under Page 1 of 4 in Volume-III Part-2. Quantities given in Part- A are tentative. For purpose of calculation of L-1, the specified quantities will be considered. These quantities represent total tentative modules (other than those considered under Part-B) in the project. The quantity specified may change during detailed engineering.

**[Part-B]:** The boards coming under this scope where the quantity requirement is fixed except for miscellaneous work as specified afterwards. DG boards are emergency boards and FA boards are DC boards which are of different type from the rest. Other boards are for mainly PMCC, MCC and DB mostly used for 415V 50Hz 3W/4W AC applications. BUS-PT, Line-PT, CST, Space-Heater Supply, any kind of inter-panel wiring, testing and any other miscellaneous work (which does not cover under part-A) etc. will be the scope of work for Part-B. These prices should be immune to any change any ratings of PT, CST, Space-Heater Transformer ratings/numbers, quantum of inter panel inter-locks, applicability of Numerical and/or Electro-mechanical relays or any-other unforeseen work which surfaces during detail engineering. It is advised to load any uncertainty cost in this part to the best of the ability of the bidder.

4. Bidder should prepare their offer as mentioned in this NIT (full-document) and submit [2 bids: Techno-Commercial Bid & Price Bid] on or before the tender due date and time with properly mentioning details as prescribed in NIT. Techno-Commercial offer must contain unpriced signed price-bids and **EMD**.

### After opening of Techno-Commercial Bid

1. BHEL will evaluate the techno-commercial offers submitted by different bidders. Only those offers will be evaluated which will be opened by tender opening committee.
2. BHEL may ask further clarification from the bidders.
3. BHEL at its liberty to reject any offer based on deviations from NIT. Further opportunity to any bidder to submit any document may or may not be given at BHEL's discretion.
4. BHEL-EPD may call the bidders for further discretion. Bidder or his authorized representative (who are capable of taking decisions) should be able to be present at BHEL-EPD, Bangalore-12 during working hours of BHEL-EPD with 1 working day notice (preferably e-mail correspondence).
5. Rejected offers (out of which opened by tender opening committee) except any regret by the bidder will be informed to the respective bidders by email correspondence.



### Before Reverse Auction / Price-Bid Opening

1. BHEL reserves the right to go for RA (reverse auction) or open the price-bid.
2. All techno-commercially qualified bidders will be intimated for BHEL's decision for RA or Price-Bid & date-time for the same.
3. For RA, bidders need to follow the procedures for RA as per BHEL RA guideline. Our service provider (will be informed later) will take care for this part.

### Evaluation of L-1

1. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis for (part-A + part-B). (Grand Total Price for all the items indicated above minus tax credit, if any)

### After Reverse Auction / Price-Bid Opening & Before issue of Work-order (Award of contract)

1. If RA fails, price bid may be opened or RA may be re-conducted as per BHEL guideline.
2. In price-bid, multiple L-1 occurs; suitable action will be followed as per NIT & BHEL guideline.
3. After RA, L-1 bidder needs to furnish full price breakup through service provider as per RA guideline.
4. Even after RA or Price-Bid opening, BHEL reserves the right to negotiate with L-1 bidder.
5. After the finish of RA breakup / Negotiation / Price-Bid rounds, BHEL will inform the respective bidders their respective Security Deposit amount.

### After issue of Work Order

1. BHEL will issue work-order and LOI to the bidders and will ask them to submit their Security Deposit Amount.
2. In-case of failure to submit Security Deposit amount, cases will be governed by BHEL works policy.
3. Failure to submit Security Deposit within prescribed time may result in forfeiting the EMD amount or any other requisite action.
4. Bidders need to furnish other documents on receipt of work-order/LOI as per NIT.

### During the execution of the contract

1. Contractor will be held responsible for any damage caused to BHEL-property and suitable actions will be taken against for the same.
2. Contractor needs to arrange all tools, tackles, other materials including ferrule-printing machine, drilling-cutting-fastening tools, testing tools etc.
3. Each contractor should engage one full-time independent supervisor for this contract. Supervisor need to submit his work-plan, material-status, commitment-for-completion-of-work, attendance-of-his-man-power etc. as and when demanded by BHEL. Supervisor should have full control over the man-power deployed and full command on the work. BHEL will also issue any working drawing etc. directly to the supervisor.

4. Each contractor should arrange necessary arrangement to keep the workplace clean (preferably by engaging additional person for sweeping and cleaning). If any contractor fails to keep the workplace clean, suitable actions will be taken by BHEL e.g. recovery of cleaning expenditure from the contractor's bill.
5. For any workmen qualifying all terms and conditions of NIT, gate passes will be issued. Details for new person or for renewal of gate passes contractor has to furnish all necessary details and document at least 3 working days before.
6. Material (in the scope of the contractor) entry to BHEL-EPD is only permissible on working days from 8:00hrs - 15:00hrs through material gate. Contractor needs to follow the BHEL standard security policy for material entry.
7. Contractor should arrange required security mechanism for his tools, tackle or materials. BHEL is not responsible for any damage.
8. During the execution of the contract, contractors will be bind the terms and conditions as specified in the NIT.
9. BHEL will furnish the relevant IGA to the contractor any particular module, if required. Contractors have to furnish the wiring and mounting of component lay-out within 1-working day with or without having sample components. No components (purchased by BHEL) will be allowed to take outside BHEL-EPD during the contract. Once approved other contractors doing the same type module have to follow the same.
10. Bidder has to confirm that throughout the project only one type of wiring methodology is followed.
11. Wiring should be neatly arranged with the help cable-ties or suitable saddles or other materials.

- Under normal circumstances, BHEL will provide all the materials in BHEL's scope required for wiring of a particular switchboard.
- In case certain material under BHEL's scope, is not made available to the wiring contractor at the time of handing over the enclosure; the following rules should apply:-
  - Wiring contractor should leave the crimped-lugged-ferruled wire even if measuring instruments (digital and analog meters), indicating lamp & transducers are not made available to the wiring contractor at the time of handing over the enclosure. Failure to do so, it will be considered the failure of the contractor and LD will be applicable.
  - Unavailability of any other items other than measuring instruments (digital and analog meters), indicating lamp & transducers which is in BHEL's scope; delay due to such things will not be attributable to the contractor.

### Before Intimating to Contractor

1. For any change in Part-A: Line item unit rates will be followed.
2. For any change in Part-B: No claim will be entertained for any change in current rating of any board on either end.
3. No unit-rate as per Volume-III Part-3 will be entertained.

### After Intimating but Work not started

Same as "Before Intimating to Contractor"

### Work Completed or partially completed

For any scheme change, Volume-III Part-3 will be followed. For addition/change-in-quantity of part-A and/or part-B, above rules will be followed.

Note: Chances of change in part-A quantities is +/-30% and that of in part-B is +/- 10%. For any addition of new module, BHEL will decide which nearest module price to be considered. Any small distribution board e.g. wall mounted ACDB etc. will be also covered through part-A, which may not have any part-B component.

### Additional Steps to be followed at the time of billing

Breakup of billing with part-A, part-B & unit Rate of addition/deletion if any, to be furnished. Addition/Deletion within +/-5% needs to be ignored for claim purpose from both ends.



## PRICE BID – Summary Sheet

Project: 4x270MW Manuguru / Bhadradi

Name of the Bidder: \_\_\_\_\_

PART	DESCRIPTION	SUB-TOTAL (Landed Cost – INR)
A	Module Cost for Boards	
B	Lump Sum Fixed Cost for Boards	
TOTAL LANDED COST		

Included Taxes:-

	Description	Applicability (Yes / No)	Percentage
Material	Excise Duty (with CESS)		
	CST		
	VAT		
Labour	Service Tax		
	Swatch Bharat CESS	Yes	0.5%
	KK CESS	Yes ( w.e.f. 1stJune)	0.5%

Table for Landed Cost multiplying Factor:-

Division	Taxes	Factor
Material	ED @ 12.5% + CST @ 2%	1.0225
	ED @ 12.5% + VAT @ 14.5%	1.0312
Labour	Service Tax @ 14.0% + 0.5% SBC + 0.5% KKC	1.0050

Total Landed Cost (in Words): Rupees \_\_\_\_\_

Place:

Date:

Signature &amp; Seal of the bidder:

Note:  
Drawing Number Prefix "EP-4-CS-053-"

<b>GROUPING OF SCHEMES FOR 4 x 270MW - MTPS</b>				
<b>Logical Grouping</b>			<b>Breaker Schemes for AC applications</b>	
<b>Sl.No.</b>	<b>Group</b>	<b>Designation</b>	<b>Description</b>	<b>Dwg</b>
01-04	ACB-IC	DAET-IC	SCHEME FOR INCOMER-A TO PMCC CONTROLLED FROM ECP & DDCMIS	001
		DAET-IC	SCHEME FOR INCOMER-B TO PMCC CONTROLLED FROM ECP & DDCMIS	002
		DAE-IC	SCHEME FOR INCOMER-A CONTROLLED FROM DDCMIS ONLY	004
		DAE-IC	SCHEME FOR INCOMER-B CONTROLLED FROM DDCMIS ONLY	005
05-08	ACB-BC	DAET-BC	SCHEME FOR BUSCOUPLER OF PMCC CONTROLLED FROM ECP & DDCMIS	003
		DAE-BC	SCHEME FOR BUSCOUPLER CONTROLLED FROM DDCMIS ONLY	006
09-10	ACB-OG	DAE-TIE	SCHEME FOR TIE BREAKER TO EMERGENCY MCC	012
		DAE-OG	SCHEME FOR OUTGOING ACB FEEDER FROM PMCC	013
		DM	SCHEME FOR UNIDIRECTIONAL MOTOR FEEDER >=110KW CONTROLLED FROM DDCMIS ONLY	014
<b>Sl.No.</b>	<b>Logical Grouping</b>		<b>MCCB Modules (Fixed / Draw-out Both)</b>	<b>Dwg</b>
11-14	IC	EM3-IC	SCHEME FOR MCCB INCOMER	016
15-18	BC	EM3-BC	SCHEME FOR MCCB BUSCOUPLER	017
19-22	CC	EMC3-IC	SCHEME FOR MCCB+CONTACTOR OPERTAED INCOMER	018
23-26	OG	EM3	SCHEME FOR MCCB OUTGOING	019
<b>Sl.No.</b>	<b>Logical Grouping</b>		<b>Motor Feeders</b>	<b>Dwg</b>
27-29	DOL	DK2	SCHEME FOR UNIDIRECTIONAL MOTOR FEEDER BELOW 30KW	020
30-32		DK21	SCHEME FOR UNIDIRECTIONAL MOTOR FEEDER ABOVE 30KW AND BELOW 110KW	021
33-35	RDOL	DN1	SCHEME FOR BI-DIRECTIONAL MOTOR FEEDER (RDOL <30KW)	022
36-38	DOL	DK2*	SCHEME FOR CRITICAL MOTOR FEEDER	023
39-41		DK2E	SCHEME FOR ESSENTIAL MOTOR FEEDER BELOW 30KW (REACCELARATION)	034
42-44		DK21E	SCHEME FOR ESSENTIAL MOTOR FEEDER ABOVE 30KW & BELOW 110KW (REACCELARATION)	035
<b>Sl.No.</b>	<b>Logical Grouping</b>		<b>Miscellaneous Feeders</b>	<b>Dwg</b>
45	MISC	X	SCHEME FOR DC OUTGOING FEEDER	024
46		EA3	SCHEME FOR HEATER FEEDER	025
<b>Sl.No.</b>	<b>Logical Grouping</b>		<b>Drawings to referred for LumpSumBoardPrice DG type</b>	<b>Dwg</b>
NA	DG	DAEG-IC(M)	SCHEME FOR MAIN DG INCOMER OF EMEREGCNY MCC CONTROLLED FROM ECP & DDCMIS	007
		DAEG IC(S)	SCHEME FOR STANDBY DG INCOMER OF EMEREGCNY MCC CONTROLLED FROM ECP & DDCMIS	008
		DAE-IC(DG)	SCHEME FOR NORMAL INCOMER-A TO EMERGENCY MCC CONTROLLED FROM ECP & DDCMIS	009
		DAE-IC(DG)	SCHEME FOR NORMAL INCOMER-B TO EMERGENCY MCC CONTROLLED FROM ECP & DDCMIS	010
		DG-BC	SCHEME FOR BUSCOUPLER OF EMERGENCY MCC CONTROLLED FROM ECP & DDCMIS	011
		G2	SCHEME FOR BUS PT FOR DG	029
<b>Sl.No.</b>	<b>Logical Grouping</b>		<b>Drawings to referred for LumpSumBoardPrice DC type</b>	<b>Dwg</b>
NA	DC	CH	SCHEME FOR DCDB INCOMER FROM BATTERY CHARGER + DC BUSCOUPLER + BATTERY	015
		DB		
		DC		
		S	SCHEME FOR DC BUS METERING/ RELAY MODULE	031
<b>Sl.No.</b>	<b>Logical Grouping</b>		<b>Drawings to referred for LumpSumBoardPrice in General</b>	<b>Dwg</b>
NA	FIXED	SH	SCHEME FOR 240V AC SPACE HEATER SUPPLY	026
		VM	SCHEME FOR BUS PT OF ACDB	027
		G1	SCHEME FOR BUS PT FOR PMCC/ MCC	028
		CS	SCHEME FOR 110V AC CONTROL SUPPLY	030
		J1	SCHEME FOR 240V AC ESSENTIAL SUPPLY	033
		J2	SCHEME FOR TEST CONTROL BUS	032

PROJECT - 4x270MW MTPS				Unit Material Cost				Unit labour Cost			Unit (Material + labour) landed Cost	Sub-Total of Landed Cost for <u>Part-A</u>
PART-A				Landed Cost factor			1.0312	Landed Cost factor		1.0050		
Sl.No.	Group	Rating	Qty	Unit Basic Material Cost	Excise Duty	CST / VAT	Unit landed Material Cost	Unit Labour Basic Cost	Service Tax	Unit Labour Landed Cost		
01	ACB-IC	800-1250A	60		0.00		0.00		0.00	0.00	0.00	0.00
02		1600-2000A	10		0.00		0.00		0.00	0.00	0.00	0.00
03		2500-3200A	22		0.00		0.00		0.00	0.00	0.00	0.00
04		4000A	10		0.00		0.00		0.00	0.00	0.00	0.00
05	ACB-BC	800-1250A	30		0.00		0.00		0.00	0.00	0.00	0.00
06		1600-2000A	10		0.00		0.00		0.00	0.00	0.00	0.00
07		2500-3200A	11		0.00		0.00		0.00	0.00	0.00	0.00
08		4000A	10		0.00		0.00		0.00	0.00	0.00	0.00
09	ACB-OG	800-1000A	100		0.00		0.00		0.00	0.00	0.00	0.00
10		1250-1600A	10		0.00		0.00		0.00	0.00	0.00	0.00
11	MCCB-IC	0-63A	10		0.00		0.00		0.00	0.00	0.00	0.00
12		64-159A	10		0.00		0.00		0.00	0.00	0.00	0.00
13		160-249A	10		0.00		0.00		0.00	0.00	0.00	0.00
14		250-400A	20		0.00		0.00		0.00	0.00	0.00	0.00
15	MCCB-BC	0-63A	10		0.00		0.00		0.00	0.00	0.00	0.00
16		64-159A	10		0.00		0.00		0.00	0.00	0.00	0.00
17		160-249A	10		0.00		0.00		0.00	0.00	0.00	0.00
18		250-400A	10		0.00		0.00		0.00	0.00	0.00	0.00
19	MCCB-CC	0-63A	10		0.00		0.00		0.00	0.00	0.00	0.00
20		64-159A	10		0.00		0.00		0.00	0.00	0.00	0.00
21		160-249A	10		0.00		0.00		0.00	0.00	0.00	0.00
22		250-400A	16		0.00		0.00		0.00	0.00	0.00	0.00
23	MCCB-OG	0-63A	1120		0.00		0.00		0.00	0.00	0.00	0.00
24		64-159A	180		0.00		0.00		0.00	0.00	0.00	0.00
25		160-249A	90		0.00		0.00		0.00	0.00	0.00	0.00
26		250-400A	70		0.00		0.00		0.00	0.00	0.00	0.00
27	DK2	0-7.5kW	777		0.00		0.00		0.00	0.00	0.00	0.00
28		7.6-15kW	120		0.00		0.00		0.00	0.00	0.00	0.00
29		15.1-29.9kW	70		0.00		0.00		0.00	0.00	0.00	0.00
30	DK21	30-55kW	10		0.00		0.00		0.00	0.00	0.00	0.00
31		55.1-89.9kW	10		0.00		0.00		0.00	0.00	0.00	0.00
32		90-109.9kW	10		0.00		0.00		0.00	0.00	0.00	0.00



PROJECT - 4x270MW MTPS				Unit Material Cost				Unit labour Cost			Unit (Material + labour) landed Cost	Sub-Total of Landed Cost for <u>Part-A</u>
PART-A				<i>Landed Cost factor</i>			1.0312	<i>Landed Cost factor</i>		1.0050		
Sl.No.	Group	Rating	Qty	Unit Basic Material Cost	Excise Duty	CST / VAT	Unit landed Material Cost	Unit Labour Basic Cost	Service Tax	Unit Labour Landed Cost		
33	DN1	0-7.5kW	60		0.00		0.00		0.00	0.00	0.00	0.00
34		7.6-15kW	10		0.00		0.00		0.00	0.00	0.00	0.00
35		15.1-29.9kW	10		0.00		0.00		0.00	0.00	0.00	0.00
36	DK2*	0-7.5kW	490		0.00		0.00		0.00	0.00	0.00	0.00
37		7.6-15kW	20		0.00		0.00		0.00	0.00	0.00	0.00
38		15.1-29.9kW	10		0.00		0.00		0.00	0.00	0.00	0.00
39	DK2E	0-7.5kW	72		0.00		0.00		0.00	0.00	0.00	0.00
40		7.6-15kW	28		0.00		0.00		0.00	0.00	0.00	0.00
41		15.1-29.9kW	10		0.00		0.00		0.00	0.00	0.00	0.00
42	DK21E	30-55kW	10		0.00		0.00		0.00	0.00	0.00	0.00
43		55.1-89.9kW	10		0.00		0.00		0.00	0.00	0.00	0.00
44		90-109.9kW	10		0.00		0.00		0.00	0.00	0.00	0.00
45	X	All	506		0.00		0.00		0.00	0.00	0.00	0.00
46	EA3	All	90		0.00		0.00		0.00	0.00	0.00	0.00
<b>Total Landed Cost for Part-A</b>			<i>(Write in Words)Rupees _____ Only</i>									-

PART-B		PROJECT - 4x270MW MTPS				Unit Material Cost				Unit labour Cost			Unit (Material + labour) landed Cost	Sub-Total of Landed Cost for <u>Part-B</u>
Type	Lumpsum Fixed Cost Part for the Boards					landed Cost factor			1.0312	Landed Cost factor		1.0050		
	Sl.No.	Board	Description	Tentative Rating	Qty	Unit Basic Material Cost	Excise Duty	CST / VAT	Unit landed Material Cost	Unit Labour Basic Cost	Service Tax	Unit Labour Landed Cost		
UNIT BOARDS	1	nDA	Unit PMCC	3000A	4		0.00		0.00		0.00	0.00	0.00	0.00
	2	nDG	Emergency	2500A	4		0.00		0.00		0.00	0.00	0.00	0.00
	3	nFA	DCDB	1000A	4		0.00		0.00		0.00	0.00	0.00	0.00
	4	nHA	Boiler MCC	800A	4		0.00		0.00		0.00	0.00	0.00	0.00
	5	nHB	Boiler Valve ACDB	250A	4		0.00		0.00		0.00	0.00	0.00	0.00
	6	nKA	Turbine MCC	800A	4		0.00		0.00		0.00	0.00	0.00	0.00
	7	nKB	Turbine Valve ACDB	250A	4		0.00		0.00		0.00	0.00	0.00	0.00
	8	nQA	ACDB	400A	4		0.00		0.00		0.00	0.00	0.00	0.00
	9	nTA	Ventilation MCC	800A	4		0.00		0.00		0.00	0.00	0.00	0.00
STATION BOARDS	1	ODA	Station PMCC	3000A	1		0.00		0.00		0.00	0.00	0.00	0.00
	2	ODB		3000A	1		0.00		0.00		0.00	0.00	0.00	0.00
	3	ODC		3000A	1		0.00		0.00		0.00	0.00	0.00	0.00
	4	ODD		3000A	1		0.00		0.00		0.00	0.00	0.00	0.00
	5	ODE	Admin Bldg PMCC	2500A	1		0.00		0.00		0.00	0.00	0.00	0.00
	6	ODF	MISC. SER PMCC	2500A	1		0.00		0.00		0.00	0.00	0.00	0.00
	7	ODH	Clarified/FW PMCC	3000A	1		0.00		0.00		0.00	0.00	0.00	0.00
	8	ODI	Fuel Oil PMCC	1600A	1		0.00		0.00		0.00	0.00	0.00	0.00
	9	ODJ	Raw Water PMCC	1000A	1		0.00		0.00		0.00	0.00	0.00	0.00
	10	OSA	MISC. Services MCC	800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	11	OSB		800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	12	OSC		800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	13	OSD		800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	14	OSE	ETP MCC	400A	1		0.00		0.00		0.00	0.00	0.00	0.00
	15	OSF	CW Treat./Chilor. MCC	800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	16	OSG	Service Bldg MCC	1000A	1		0.00		0.00		0.00	0.00	0.00	0.00
	17	OSH	CW Treat./Chilor. MCC	800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	18	OSI	PTP MCC	400A	1		0.00		0.00		0.00	0.00	0.00	0.00
	19	OSJ	DM Plant MCC	400A	1		0.00		0.00		0.00	0.00	0.00	0.00
	20	OSK	Permanent Store ACDB	250A	1		0.00		0.00		0.00	0.00	0.00	0.00
	21	OTA	Air Conditioning MCC	800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	22	OTB		800A	1		0.00		0.00		0.00	0.00	0.00	0.00
	23	OTC	ESP A/C & VENT. MCC	400A	1		0.00		0.00		0.00	0.00	0.00	0.00
	24	OTD		400A	1		0.00		0.00		0.00	0.00	0.00	0.00
Sub-Total of Landed Cost for <u>Part-B</u>				(Write in Words)Rupees					Only			-		

Project: <b>MTPS (4x270MW)</b>		Material (Choose either CST or VAT)					Labour		
Sl.No.	Description	Basic Unit Rate	Excise Duty	CST	VAT	Gross	Basic Unit Rate	Service Tax	Gross
1	Re-wiring (inclusive of removal of old wiring and mounting of new component, if applicable) <b>per terminal points</b> for Breaker modules (any scheme and rating) other than CT wiring								
2	Breaker CT re-wiring <b>per pair</b> (any type CT of any rating used for LV switchboard)[Inclusive of mounting / changing of CT with [proper support and/or insulation]								
3	Change in module wiring <b>per terminals</b> for other than breaker modules (inclusive of removal of old wiring and mounting of new component, if applicable)								