

BHARAT HEAVY ELECTRICALS LIMITED BHOPAL

SWITCHGEAR ENGINEERING DIVISION (SWE)



NIT No.: RPD/2022/SWE/001, REV01

Date: 24.09.2022

NOTICE INVITING TENDER (NIT) FOR

**“SUPPORT IN PROTOTYPE ASSEMBLY AND TYPE TESTING
IN SWITCHGEAR ENGINEERING DIVISION”**

Last Date & Time for Submission of Bids :

17.10.2022 11 00 Hrs.

Due Date & Time for Techno-Commercial Bid Opening: 17.10.2022 14 00 Hrs.

Validity of offer shall be 6 months from the date of opening of quotation

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Note: 1 Any abbreviation is not permitted liable for rejection. Signature of contractor

2 Any non compliance is liable for rejection.

With Date, Name & seal



BHARAT HEAVY ELECTRICALS LIMITED

UNIT: BHOPAL

SWITCHGEAR ENGINEERING DIVISION (SWE)

NIT: RPD/2022/SWE/001, REV01

Date: 24.09.2022

Switchgear Engineering Division (SWE) of Bharat Heavy Electricals Limited, Bhopal invites offer on Open Tender basis from experienced & financially sound contractors in two bid basis (Techno-commercial and Price) for assembly of breaker, routine testing, dismantling of breaker, packing and unpacking, mechanical operations of Switchgears

(1) SCOPE OF WORK:

Following non-core activities shall be done: -

1. Optimization and modification of components as per design drawing.
2. Organizing and segregation of components for prototype assembly.
3. Assembly of prototypes.
4. Assembly of components and sub-assemblies
5. Co-ordination in manufacturing of miscellaneous in-house items.
6. Assembly of Type Testing prototype.
7. Support in internal routine testing.
8. Packing of prototype according to overseas shipping requirement.
9. Organizing transportation of test equipment to test lab, support in returnable gate pass and related activities.
10. Organizing unloading of prototype after receipt from test lab.
11. Unpacking prototype at BHEL works and disassembly of prototype.

All the tools/ testing kit required if any, to carry out the above activities will have to be arranged by the contractor

QUALIFYING CRITERIA:

A) FINANCIAL: -

- 1) Average annual Financial turnover of the firm for last 3 years up to 31st March 2021 or upto latest must be at least Rs. 3,07,487/- Bidders to submit relevant documents like:

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- i) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The Financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.
 - ii) In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.
- 2) Experience of having similar work of assembly of breaker, routine testing, dismantling of breaker, packing and unpacking, mechanical operations of Switchgears during the last 7 years upto 31st July 2022 must be not less than Rs. 4,09,983/- each for 3 jobs OR Rs. 5,12,478/- each for 2 jobs OR Rs. 8,19,965/- for 1 job. Bidders to provide PAN, copy of IT return of last year, certificates of ESI / PF, GSTIN registration of firm and all the statutory requirements of the Central Government to be accepted by contractor in line with BHEL works policy.
- 3) Documentary Proof for Experience - WO/Work completion/Performance certificate to be submitted. (TDS certificate/Bank Statement in case of WO of private parties)
- 4) A relaxation of 50% on prior turnover criteria shall be applicable for Startups and Micro & Small Enterprise bidders under Clause 4 of Notification issued by Government of India. Refer Circular of Government of India, Ministry of MSME placed at Annexure-E. Registration Certificate (under applicable clause) for Startups/Micro/Small Enterprises to be submitted by bidder. The relaxation Mentioned shall be applicable to above point no. A (1)) as well as point no.A (2)

B) TECHNICAL: -

- i) 06 nos. ITI persons who have minimum 2 years' experience in assembly and type testing related activities for switch gear.

(3) WORK COMMENCEMENT AND CONTRACT PERIOD:

Contract will be commenced immediately from the date of issue of LOI/work order. Contract period will be 12 months from the date of issue of works contract. **3**

(4) TERMS OF PAYMENT: ~~Note: Any non-compliance is liable for rejection.~~ Signature of contractor

Payment will be made normally within 60 days (45 days in case of MSME) from the date of submission of bill.

(5) PENALTY: Any delay in execution of works contract will attract the penalty at the rate of 0.5% / week of the contract value, not exceeding maximum limit of 10% of the contract value.

(6) OFFER SUBMISSION IN RESPONSE TO INVITATION:

Tender documents to be downloaded from the BHEL website. Bid to be submitted in two parts.

I: TECHNO-COMMERCIAL BID (UNPRICED)

II: PRICE BID

Above mentioned both part envelopes (I & II) are to be kept in one envelope.

Part-I (Techno-Commercial bid) should contain compliance to tender document having all the pages (Page 1 to page 24 of this NIT) signed & sealed by the bidder. Copy of all reference documents mentioned on pages 19-24 is to be attached. All the terms and conditions should be agreed. An offer may be treated as invalid offer if it contains any condition, deviation or insufficiency. Copy of online receipt slip against deposit of Tender fee (as mentioned in para (8) below) and EMD deposit (as mentioned in para (9) below) must be attached. Bid received without EMD and Tender fee is liable to be rejected. MSMEs are exempted from tender fee and EMD deposit.

Part-II (Price Bid) should contain Price only (Page 23 of this NIT). The rate shall be quoted as the Final rate as per Page 23 including PF, ESI, all other statutory payments, levies and all other Govt. tax but Excluding of the GST. No escalation/ additional / Overtime/ waiting charges will be paid other than the quoted rate.

Offer should contain compliance to tender document having all the pages signed & sealed by the bidder. All the terms and conditions should be agreed and mentioned in the column. An offer may be treated as invalid offer if it contains any condition, deviation or insufficiency.

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PART-I & PART-II bids should be sent in two separate sealed envelopes super scribing Part-I (Techno-Commercial Bid) and Part-II (Price Bid) with tender number on the top of respective envelopes. The complete offer with the Part – I and Part – II bids shall be sent in a single sealed envelope (containing envelopes of PART-I & PART-II) super-scribing the Tender No., due date, Contractor's name and addressed to: -

**Manager (SWE),
Block -IV Annexe, EWFF,
BHARAT HEAVY ELECTRICALS LIMITED, Piplani,
BHOPAL (M.P.), Pin – 462022.
Phone: 0755-2503704.
Mob: 9406903576**

It is to be dropped in **Green coloured tender box** for works contract only. The box is kept in the tender room of BHEL administrative building ground floor. **The bids must be submitted latest by 17.10.2022 (17th September, 2022) 11:00 Hrs.**

(There are two boxes in the tender room; the Red colored tender box is for the purchase tenders and not for Services tenders) Complete offer thus received as per tender document (Techno-Commercial offer + Price Offer) shall be opened at the designated venue on the specified date & time i.e. on **17.10.2022 at 14:00 Hrs** in the presence of those bidders or their representatives, who choose to be present.

The techno-commercial bid will be opened on the due date. **The price bid will be opened at a later date of only those contractors who qualifies in techno-commercial bid and meet the qualifying requirement.**

VENUE FOR BIDS SUBMISSION/ OPENING:

**Tender Room,
Admin – Block,
Ground Floor,
BHEL Bhopal-462022**

In case of any doubt our address for correspondence shall be:

Manager (SWE),

Block -IV Annexe, EWFF,

BHARAT HEAVY ELECTRICALS LIMITED, Piplani,

BHOPAL (M.P.), Pin – 462022.

Phone: 0755-2503704. Mob: 9406903576

email: sumit_elec@bhel.in

(7) OFFER VALIDITY:

Validity period of the offer shall be up to six months after the tender opening date.

- (8) TENDER FEE:** Tender Fee of Rs 500/-+GST (Rs. Five Hundred only) to be deposited online only and deposition slip (generated online) to be sent along with the Bid inside the envelope containing Part-I Techno-Commercial Bid. Bid received without Tender Fee is liable to be rejected. The Tender Fee shall be non-refundable. Amount deposited other than online mode is not acceptable.

In order to minimize cash handling, faster collection of money receipt and also to provide ease and comfort of payment from their own place for depositors, an online facility through SB-Collect has been implemented. It is for depositing amount for getting various types of services from BHEL Bhopal viz. Tender cost, Earnest Money Deposit, Security Deposit etc., Complete details are available under the following link: <http://www.bhelbpl.co.in/qcins/iccs.htm>

Details of developed templates are available on bank site. For first time user “Help Documents” is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above for specific query related to type of deposit, demo with the template is also available on respective page mentioned on page no 2 of the help documents. It is expected from the depositor(s) to understand the process first from the help document bank site before proceeding to deposit.

Path: -

- i. <https://www.bhelbpl.co.in/qcins/iccs.htm>
- ii. Proceed Direct to Bank Site for payment
- iii. Accept the T&C and proceed.
- iv. Select State- Madhya Pradesh
- v. Select Industry

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- vi. Select Industries name as Bharat Heavy Electrical limited Bhopal vii.
Select Payment Category – Tender Fee/ EMD/ SD etc.
viii. Fill the details and Deposit the amount.

(9) EARNEST MONEY DEPOSIT:

Bidder has to submit Earnest Money Deposit (EMD) of Rs. 20,500/- (RUPEES TWENTY THOUSAND SIX HUNDRED NINETY EIGHT ONLY) through any of the following: -

- 1) Electronic Fund transfer credited in BHEL Account. 2) Banker's Cheque/pay order/ Demand Draft in favour of BHEL. 3) Fixed Deposit Receipt (FDR) issued by scheduled Bank/ Public Financial institutions as defined in the company act (FDR should be in name of contractor, A/C BHEL). No other mode of payment is acceptable. The EMD paid shall not carry any interest. EMD of unsuccessful bidder(s) shall be returned after award of work to successful bidder(s) (techno-commercial cleared L1 bidder).
- 2) The value of One time EMD is Rs 5 .0 lakh/- (Five lakh only). It will be applicable to only those bidders who have already deposited this amount for participating in various tenders for works contract and it has not been refunded.
- 3) In the case of unsuccessful bidder, the EMD will be refunded normally, within 15 days of the acceptance of award of work by the successful bidder(s).
- 4) The EMD of the successful bidder will be retained towards part of Security Deposit BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- 5) Earnest Money Deposit shall not carry any interest.

After opening of tender revokes /withdraws his tender within the validity period or revises / alters his earlier quoted rates / conditions or fails to start the work within the period as per LOI, after award of contract.

- 6) (a) MSE Vendors are **exempted** from payment of EMD and Tender Fee.

(b) **Purchase Preference** – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

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(10) (a) SECURITY DEPOSIT:

Upon acceptance of offer, the successful bidder(s) shall deposit the prescribed amount of security deposit. 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.

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)

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

The Security Deposit shall not carry any interest.

(b) "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest "

(11) AGREEMENT SIGNING:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format. The cost towards agreement shall be borne by the firm.

(12) DEDUCTION OF INCOME TAX / PAYMENT OF GST:

All payments are subject to Income Tax deduction as per prevalent rate of the bill amount at source as per Central Government Laws. BHEL shall issue appropriate certificate in this regard.

GST as applicable, shall be payable extra at the prevailing rate upon proof of payment.

(13) MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

(14) GUIDELINE FOR GST:

- 14.1 HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
- 14.2 GST portion of the invoice shall be released only upon:
- a. All Invoices raised by contractors/vendors must be GST compliant Tax Invoices as per GST Invoice rules.
 - b. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by Government.
 - c. Receipt of goods/services and Tax Invoice by BHEL and Confirmation of payment of GST thereon by contractor on GSTN portal.
 - d. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
- 14.3 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

Reverse Charge under GST

- 14.4 In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 14.5 Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of Invoices and other condition specified in GST Law.
- 14.6 Tax Deduction at source: TDS as per extent provisions of the GST Law shall be deducted from Supplier /contractor bill.

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(15) GENERAL TERMS AND CONDITION:

DEFINITIONS:-

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

15.1 **‘BHEL’** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

15.2 **‘CONTRACTOR’ or ‘FIRM’** shall mean the individual, firm or Company who is providing the services and shall include their executors, administrators, successors and permitted assigns.

15.3 **‘CONTRACT’ or ‘CONTRACT DOCUMENT’** shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.

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

- 15.4 **‘TENDER DOCUMENTS’** shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 15.5 **‘LETTER OF INTENT’** ‘shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 15.6 **‘APPROVED, DIRECTED or INSTRUCTED’** shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ concerned authorities.
- 15.7 **‘WORK’** or **‘CONTRACT WORK’** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.
- 15.8 **‘OFFICIAL SECRET ACT’** : The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.
- 15.9 Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery. Firm shall communicate their change of authorized supervisor, email address, phone number in advance.

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(16) RESPONSIBILITIES OF THE FIRM:

(A) WORKING RESPONSIBILITIES: -

- (a) Contractor should appoint Supervisor/Engineer at BHEL Bhopal for single point interaction & organising all activities.
- (b) The supervisor shall be experienced in switchgear assembly & testing. He will be responsible for training his subordinates & giving technical guidance, maintaining records of site visits, spare material requirement, answering to all type of queries from customer/BHEL & coordinate bill submission in time.
- (c) The contractor has to provide insurance of all the personnel employed by him so that compensation can be taken care by him in case of any accident which may threaten life of the personnel.
- (d) BHEL shall not reimburse any expenses towards - medical, transport of his tools instruments and personal luggage etc.
- (f) The expenses towards stamp duty of the agreement etc shall be borne by the contractor.
- (g) The contract shall be valid for 24 months but can be terminated at any time if the performance is found below standard without assigning any reason thereof. (h) If it is a partnership firm, all the partners will have to sign the bills and any other documents pertaining to the contract offered.

(B) GENERAL RESPONSIBILITIES: -

- (I) The firm shall follow all the statutory compliances as mentioned in the Prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- (II) The firm shall pay all taxes, fees, license charges which has to be paid by him or otherwise as deemed fit.
- (III) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of their personnel.

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- (V) Firm shall maintain a Wages registers having following details: -
- (a) Wages paid to workers.
 - (b) PF & ESI contributed by firm & deducted from each worker wage.
 - (c) Annual statement for availed/paid leaves.
 - (d) Bonus paid.
- (VI) BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below: -
- (a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below: -
 - (b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the malfunctioning / operation and works incidental thereto BHEL factories/offices and precincts thereof, project execution, erection & commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL units/offices, township and premises/project sites.
 - (c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakhs)
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakhs)
 - (d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2(I) of the Employee's compensation act,1923.

17) FORCE MAJEURE:

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor;

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

(18) ARBITRATION:

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The decision of the arbitrator shall be final and binding on the parties to this contract.

(19) RIGHTS OF BHEL:

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

- (I) **RPD/2022/SWE/001, REV01 closure clause:** - “BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason”.
- (II) Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:
- (a) Contractor’s repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
 - (b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
 - (c) Insolvency of the contractor.
 - (d) Non-fulfilment of any contractual obligations or obligations under the law.
 - (e) Availing the services as per the Work Contract shall be strictly need based as per discretion of BHEL. Contractor must clearly understand that there is no compulsion on BHEL to avail services/deputation for any minimum no’s of Man-days.
 - (f) BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.

(20) ‘LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION’:

The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

(21) STATUTORY LIABILITIES OF THE CONTRACTOR:

- (a) All statutory requirement under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Tax Act and all other applicable Act etc shall be complied by the Contractor.

- (b) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a minimum period of at least 3 years and should be made available even after the contract is over for any verification by statutory / BHEL authority.
It is desirable that contractor should make advance payment to his service personnel before proceeding for site.
- (c) Contractor to provide PF Pass Book to his employees ensure payment of PF, EDLI, pension dues under EPF and MP Act 1952 to the RPFC.
- (d) Contractor shall ensure payment of ESI contributions under ESI Act 1948, and provide ESI membership no. of each employee. Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension, ESI contribution, administrative charges etc where ever applicable and shall maintain proper records. Contractor shall furnish proper returns to the concerned statutory authorities.
- (e) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of the contract operating division & HR representative who shall record under his signature to the end of entries in the register of wages and give certificate to this effect which shall be enclosed with the bill for claiming payment.
- (f) In case the Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
- (g) The contractor shall issue all the necessary Personal Protective Equipments (PPEs) like safety shoes, helmet,safety belt, safety gloves etc to all his workmen involved in the job. The liability for any compensation on account of any injury sustained by an employee of the contractor shall be exclusively of the Contractor.

- (h) In case the Contractor fails to make payment to his employees within the stipulated date / time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the Contractor shall replenish such an amount immediately.
- (i) Contractor to obtain insurance cover for his employees / equipment, tools & tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees.
- (j) Contractor should have independent code numbers under EPF & MP Act 1952 and ESI Act 1948 Service Tax and shall cover his employees under the said codes.
- (k) Contractor to obtain license under CL(R&A) Act 1970.

22) Risk and cost clause:

“If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL”.

(23) PART OF TECHNO-COMMERCIAL BID (PART-I)**BIDDER DETAILS:-****(A) DETAILS OF CONTRACTOR / FIRM:**

S. No	PARTICULARS OF CONTRACTORS	DETAILS	
1	Name of the Contractor		
2	Full postal Address With PIN code		
3	Mobile No.		
4	Tel .No		
5	Fax No		
6	E-mail ID		
(B) PARTICULARS OF FIRM		DOCUMENT NUMBER	COPY PLACED
B1	Name of the Firm		Yes/ No
B2	Company Registration Certificate.		Yes/ No
B3	ESI Registration Certificate.		Yes/ No
B4	PF Registration Certificate.		Yes/ No
B5	Income Tax PAN No.		Yes/ No
B6	Income Tax Return Photo copy of last year.		Yes/ No
B7	GSTIN Registration No.		Yes/ No
B8	MSME Certificate (If Applicable)		Yes/ No
B9	Vendor Code (If already registered in BHEL)		Yes/ No

Note: 1 Any abbreviation is not permitted liable for rejection. Signature of contractor

2 Any non compliance is liable for rejection.

With Date, Name & seal

(C) IS ANY RELATIVE OF TENDERER EMPLOYED IN ANY UNIT/DIVISION OF BHEL (WORKING OR RETIRED):YES / NO If YES then furnish the details below:-

Sl. No.	Name	Staff No.	Location/ Area

S. no	Name of Employee (Must be registered for ESI/PF)	Registered for ESI/PF (Yes/ No)	Qualification (Minimum ITI)	Experience in (number of years)
				Assembly/Dismantling / Mechanical operation/ Routine Testing of Switchgear
1				
2				
3				
4				
5				
6				

(D) LIST OF MAN POWER (Minimum Six Employees)

List of man power / experts with PF registration number currently working on roll of the company (Same will be engaged for work) having minimum qualification ITI (electrician & fitter) and at least 2 years' experience in the field of Assembly/Mechanical operation/Packing/Dismantling/Routine testing of Switchgear Biodata and documentary proof must be enclosed.

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Note: 1 Any abbreviation is not permitted liable for rejection. Signature of contractor

2 Any non compliance is liable for rejection.

With Date, Name & seal

(E) EXPERIENCE

LIST OF CUSTOMERS FOR WHICH WORK DONE BY THE BIDDER IN THE FIELD OF ASSEMBLY/ MECHANICAL OPERATION / DISMANTLING/ROUTINE TESTING OF SWITCHGEAR

S.No	Name of Company (Manufacturing / Utility/ Maintenance)	Reference document i.e. Order copy or Letter of customer/ MOM (to be attached mandatorily)

Note: 1 Any abbreviation is not permitted liable for rejection. Signature of contractor

2 Any non compliance is liable for rejection.

With Date, Name & seal

(F) CERTIFICATE

IT IS TO CERTIFY THAT OUR FIRM-----

HAVING ADDRESS -----

PHONE NUMBER -----

EMAIL ADDRESS-----

**IS NOT INVOLVED IN ANY LEGAL DISPUTE OR BLACK LISTED WITH ANY PSU / STATE /
CENTRAL GOVERNMENT ORGANISATION.**

THE ABOVE INFORMATION IS TRUE AND CERTIFIED BY US.

(CONTRACTOR'S SIGNATURE WITH SEAL)

Note: 1 Any abbreviation is not permitted liable for rejection. Signature of contractor

(24)

PRICE BID (PART –II)**(TO BE KEPT IN SEPARATE ENVELOPE)**

Sl. No	Qualifying criteria	Services/work	Price to be quoted for above work per Type Test *	Total Price quoted for 20 nos. Type Tests
1.	06 nos. persons having minimum qualification of ITI and minimum two years of experience in assembly & Type Testing activity.	Support activities as specified in scope of work for 20 Nos. Type Tests)		

Note: -

- (1) Rate per type test to be quoted both in figures and in words **excluding GST** in the rate column above. If, in the price structure quoted for the required services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (2) If there is an error in a total corresponding to the addition or subtraction of subtotal the subtotals shall prevail and the total shall be corrected.
- (3) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (1) and (2) above.

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Note: 1 Any abbreviation is not permitted liable for rejection. Signature of contractor

2 Any non compliance is liable for rejection.

With Date, Name & seal

- (VII) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- (VIII) Rate quoted shall be firm throughout the Contract period.
- (IX) Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) or person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting etc will be numbered by bid opening officials and announced during bid opening.
- (X) In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/ draw of lots in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly, BHEL's decision in such situations shall be final and binding.
- (XI) "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest "
- (XII) (a) MSE Vendors are **exempted** from payment of EMD and Tender Fee.
- (b) **Purchase Preference** – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty-five percent of the total quantity of the tender is earmarked for MSEs. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 25 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.