



A Maharatna Company  
ISO 9001 Company  
ISO 50001 Company

பாரத ஹெவி இலெக்ட்ரிகல்ஸ் லிமிடெட்

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Government of India Enterprise) Tiruchirappalli - 620 014

## WORKS CONTRACTS MANAGEMENT

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### NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Ref. : **Tender Enq. No.: 9472600004 / 02.02.2026**

Subject : **Two-part e-Tender** inviting techno-commercial and price bids for **Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through **NIC portal (<https://eprocurebhel.co.in/>)** only.

1.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid.
2.	Location of work	All BHEL UNIT, REGION & SITE'S
3.	Period of contract	Five years (60) Months from the date of Commencement of work.
4.	Last date/ time for receipt of tender	<b>11.00 Hrs on dtd. 24.02.2026</b>
5.	Date/ time of opening of Techno-commercial bids	<b>15.30 Hrs on dtd. 24.02.2026</b> <b>Change in opening date, if any, will be intimated later.</b>
6.	NIC Bid Method & Price bid Opening	<b>Two Packet Bid</b> (The date/ time of price bid opening will be intimated to the techno-commercial qualified tenderer separately).
7.	CRITERIA FOR AWARD OF WORK	<b>Package-wise L1 (lowest bidder)</b> In case of more than one L1 bidders, BHEL will get fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted shall be lower than their previous L1 rates. If no bidders are reducing their quoted rates / further reduction is not possible the L1 bidder would be selected through LOT/ Random Number selection in Excel System.
8.	Splitting	Not Applicable. Contract will be awarded to one source on package basis.
9.	Reverse Auction	<b>Yes as per RA terms &amp; conditions</b>
10.	EMD amount	<b>₹30,00,000.00/- (30 lakhs)</b> EMD Will be waived off for MSE bidders on submission of valid UDYAM certificate.
11.	Pre Conference Meeting	A pre-bid conference will be arranged on <b>10.02.2026 at 11:00 Hrs.</b> <b>Meeting Location: Conference Hall, DTG IT Operations, IC Building, BHEL Trichy, Tamilnadu-620014.</b> The bidders are required to contact <b>S Balamurugan, Manager/DTG IT Operations and A Anand, Sr Manager/DTG IT Operations</b> to get information about the pre-bid meeting, and to arrange for gate pass, etc. email: <a href="mailto:balamurugan@bhel.in">balamurugan@bhel.in</a> Phone : 0431 257 7197 and <a href="mailto:a.anand@bhel.in">a.anand@bhel.in</a> ; Phone: 0431 257 7256
11.	Working Area Contact details	<b>Shri. Dr. A Anand, Sr Manager/DTG IT Operations</b> 0431-257 7256, EMAIL: <a href="mailto:a.anand@bhel.in">a.anand@bhel.in</a> <b>Shri A Aravindh, SDGM/DTG IT Operations</b> 0431-257 7258 EMAIL: <a href="mailto:aravindh@bhel.in">aravindh@bhel.in</a>

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**This two-part e-tender consists of the following:**

**Part - I (A): Pre-qualification Bid: Earnest Money Deposit (EMD) only**

**Part - I (B): Techno-Commercial Bid**

**1. Pre-qualification Requirements**

- Annexure-A: Authorization letter from OEM.
- Annexure-B: Annual Turnover Format
- Annexure-C: Presence Chart
- Annexure-D: Major orders received in last 7 years

**2. Technical Terms & Conditions (ATC)**

- 1) Check List. (Annexure-1)
- 2) Offer forwarding letter/ tender submission letter. (Annexure-2)
- 3) No Deviation Certificate. (Annexure-3)
- 4) Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings. (Annexure-4)
- 5) Declaration by Authorized Signatory. (Annexure-5)
- 6) Declaration by Authorized Signatory regarding Authenticity of submitted Documents. (Annexure-6)
- 7) Non-Disclosure Certificate. (Annexure-7)
- 8) Integrity Pact. (Annexure-8)
- 9) Declaration confirming knowledge about Site Conditions as per (Annexure-09) Not applicable
- 10) Declaration reg. Related Firms & their areas of Activities. (Annexure-10)
- 11) Declaration for relation in BHEL (Annexure-11)
- 12) Declaration Regarding Minimum Local Content (Annexure-12)
- 13) Declaration Regarding Compliance to Restrictions [Annexure-13]
- 14) Bank Account Details for E-Payment [Annexure-14]
- 15) Power of Attorney for submission of tender. (Annexure-15)
- 16) Performa of Bank Guarantee For Earnest Money (ANNEXURE - 16)
- 17) BANK GUARANTEE FOR PERFORMANCE SECURITY (ANNEXURE - 17)
- 18) LIST OF CONSORTIUM BANK (ANNEXURE - 18)
- 19) Declaration regarding conflict of interest. (Annexure-19)
- 20) Technical Specifications (Annexure-20)

**3. Scope, Technical & Functional Requirements (TCC)**

- Annexure-V: List of items (BOM)
- Annexure-VI: Location-wise Requirement of Items
- Annexure-VII: Technical Compliance Sheet
- Annexure-VIII: Certifications for Items
- Annexure-IX: Rate Schedule Format (Unpriced)
- Annexure-X: Mutual Non-Disclosure Agreement (NDA)
- Annexure-XI: LEASE (Tripartite) AGREEMENT

**4. General Terms & Conditions of The Contract (GCC)**

Other enclosures, as per different clauses of the tender document. The bidder(s) shall enclose the following document in their techno-commercial offers. Any document, not mentioned in the table above but are mentioned in clauses in any section of the tender document (like GCC, TCC, etc.) shall also be enclosed in the techno-commercial offer.

**Note:** Vendors to read and understand the all pages of tender documents & above annexures and fill, sign with seal and submit with their offers for qualifying in this tender. Performance-BG format is applicable to the L1 vendor only.

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

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**Part - II: Price Bid – Price to be quoted as lump sum amount in NIC portal only will be considered. The bidder has to update the % value of P and X alone in annexure-IX of TCC and submit along with the offer.**

## **Buyer Added Bid Specific Additional Terms & Conditions (ATC)**

### **1. PRE QUALIFICATION CRITERIA:**

#### **1.1 Pre-qualification Bid/ Earnest Money Deposit (EMD):**

<b>1.</b>	<b>Pre-qualification Bid/ Earnest Money Deposit (EMD):</b>
1.1	<p>EMD of <b>₹30,00,000.00/- (30 lakhs)</b> shall be furnished before tender opening / along with the offer in full as per the amount indicated in this NIT.</p> <p>a) EMD should be submitted as per Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only if the Prequalification Bid/EMD is valid. EMD in any other form and tender without EMD will be summarily rejected.</p> <p>b) In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to WCM/BHEL and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.</p> <p>c) <b>EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting UDYAM certificate.</b></p> <p>d) EMD is waived off for Start-up companies by submitting relevant certificates issued by Department of Industrial Policy and Promotion.</p> <p>Details regarding EMD submission shall be referred from 1.7 of GCC.</p>

#### **1.2 PRE QUALIFYING REQUIREMENTS (PQR)**

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be provided</b>
A.1	<p><b>STATUS OF THE COMPANY</b> The bidder should be a registered company in India under Indian Companies Act 1956 / 2013.</p>	<p>Copy of the Certificate of Incorporation &amp; Commencement of Business.</p> <ul style="list-style-type: none"><li>• Proprietorship: PAN card on owner name</li><li>• For partnership firms: PAN card and PARTNERSHIP DEED</li><li>• For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA.</li><li>• GST Registration certificate</li></ul>
A.2	<p>The bidder shall be Original Equipment Manufacturer (OEM) / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or System Integrator (SI).</p> <p>Bidders other than OEMs must obtain and submit authorization letter (Refer <b>Annexure-A</b> format) from OEM specifically for this tender mentioning BHEL's tender reference number.</p>	<p>- Documentary evidence for OEM / OEM's Joint Venture Company / OEM's Subsidiary / OEM's authorized partner or system integrator.</p> <p>- Authorization letter from OEM, in case bidder is not OEM (As per <b>Annexure-A</b>).</p>

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004/ 02.02.2026**

A.3	<p><b>Positive Net Worth:</b> The Bidder should have <b>positive net worth in each of the last 3 financial years.</b> Net worth shall be calculated based on latest audited accounts as furnished. The bidder must have earned profit in at least one (1) of the preceding three (3) financial years, i.e., 2022-2023, 2023-2024, 2024-2025</p> <p>Net worth = paid up share capital + Reserves</p> <p>Profit = Profit Before Tax (PBT)</p>	Audited Financial statement- Balance sheet and profit & Loss Account for the last three financial years i.e. 2022-2023, 2023-2024, 2024-25.
A.4	<p><b>FINANCIAL</b> Average Annual Turnover of the bidder for the last three Financial years, i.e. 2022-2023, 2023-2024, 2024-2025, should be minimum <b>24.14 Crore.</b>–</p>	Audited Balance Sheet, P/L accounts and ITR return acknowledgment to be submitted for <b>3 FY i.e., 2022-2023, 2023-2024, 2024-2025</b>
A.5	<p>The bidder must have a valid <b>ISO 9001:2008 (or latest) Certificate or a valid ISO 27001:2013 (or latest) certificate.</b></p>	Copy of Certificate to be submitted.
A.6	<p>Bidder shall have service <b>support offices in at least fifteen locations</b> among the locations listed in <b>Annexure-C.</b> In case bidder does not have offices in locations they can have tie-up with their business partners having support offices to support these locations and are in the same line of business. The bidder has to submit the signed tie-up agreement for the entire contract period of five-years with Business Partners within 15 days from the date of LOI and before signing the contract with BHEL. If the tie up agreement is not submitted within the stipulated time frame, then BHEL reserves the right to forfeit EMD and SD/BG along with Blacklisting of the bidder. However, in the light of contract entered into between BHEL and the Bidder, in the event of non- performance of the business partner BHEL will enforce the contract with the Bidder. Bidder shall not sever the contract with the business partner during the execution of five years contract with BHEL, without prior and written consent from BHEL. Kindly fill in <b>Annexure-C</b> calling for the addresses of such support offices.</p>	Either the bidder has to give the details of its support offices (including address and contact locations) on its letter head, or provide a signed undertaking on its letter head for tie-up with business partner, if it doesn't have its own support offices at the 15 locations.
A.7	<p>OEMs of equipment must have <b>registered offices and service centres</b> in India.</p>	The bidder should provide a signed undertaking from the OEM on OEM's letter head to this effect with complete address and contact details.

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
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A.8	<p><b>PROOF OF EXPERIENCE</b> The bidder should have executed any one of the following Similar Works in the preceding seven years in India as on the date of opening of Techno Commercial proposal:</p> <p>One work costing more than <b>₹36.04 Crores</b> OR Two similar works costing more than <b>₹22.52 Crores</b> each OR Three similar works costing more than <b>₹18.02 Crores</b> each.</p> <p><i>'Similar' Work means any work, which includes order for supply of IT equipment on lease or outright purchase or IT system Integration project comprising of IT equipment.</i></p> <p><i>IT equipment' mentioned here should include a cumulative quantity of minimum 1400 units comprising any combination of PCs, Notebooks, Workstations, Printers, Servers, Network Devices, and Tablets against all orders / works (whether One Similar work, Two Similar Works or Three Similar works) provided for fulfilment of criteria.</i></p> <p><b>Documentary evidence of this experience must be submitted with the offer:</b></p> <p>Above experience other than BHEL to be supported by Purchase Order / Work Order / agreement copy along with Completion certificate from work executed agencies.</p> <p>Above experience from BHEL to be supported by PO/ Work Order copy Tender document (all pages) duly Signed &amp; sealed by bidder's Authorized signatory.</p>	Verifiable documentary evidence to be provided as per format available in <b>Annexure-D</b> .
	A.9	The bidder should <b>not have been currently black listed</b> / banned for business dealings by any Govt. authority / department / agency or by any BHEL Unit / Region / Division / Office.
A.10	The bidder should have <b>PAN No. and GST Registration</b> No., ITR 2022-2023, 2023-2024, 2024-2025.	Documentary proof like copy of PAN Card, GST Certificate etc.
A.11	<b>Tender document (all pages)</b> Duly Signed & seal by bidder's Authorized signatory.	<b>Signed tender Document to be submitted</b>
A.12	<b>All Annexures (Annexure - 1 to 14)</b> duly filled, Signed & seal by bidder's Authorized signatory on bidder's letter head.	to be typed <b>Signed &amp; seal by bidder's Authorized signatory on bidder's letter head</b>
A.13	<b>Integrity Pact (Annexure-8)</b> duly signed and stamped with address and witness signed with name and address.	to be typed <b>Signed &amp; seal by bidder's Authorized signatory and witness</b>
A.14	<b>POWER OF ATTORNEY (Annexure-15)</b> to be typed on non-judicial stamp paper of <b>minimum Rs. 100/- and Notarized</b> .	to be typed on non-judicial stamp paper of <b>minimum Rs. 100/- and Notarized</b>

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
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A.15	<b>Conflict of Interest among Bidders/ Agents (Annexure-19)</b> to be typed and submitted in the <b>Letterhead</b> of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected.	to be typed and submitted in the <b>Letterhead</b> of the Company/Firm with <b>Authorized signatory &amp; Seal</b> .
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**Explanatory Notes for the POC (Pre-Qualification Criteria):**

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover **A.4** above along with all annexures.
- ii. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover as above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- iii. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
- iv. Credentials furnished by the bidder against "**PRE-QUALIFYING CRITERIA**" shall be verified from the issuing authority for Its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

**Amendment of Tender Document**

BHEL may, at its sole discretion, amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

**Notes:**

- i) All data shall be verifiable by BHEL.
- ii) For this tender, definition of OEM means Original Equipment Manufacturer.
- iii) The term "executed" mentioned in A.8 shall mean that the bidder has met the specified criteria (as per scope of work of the order submitted), notwithstanding that the overall contract may have commenced prior to the relevant period and/or remains incomplete or not formally closed.
- iv) BHEL reserves the right, at its sole discretion and at any stage during the bid evaluation process, to verify the bidder's capabilities by visiting its facilities including, but not limited to, the registered office, service/support centres, and/or by contacting its clients/customers, for the purpose of validating the information, credentials, or testimonials submitted by the bidder.
- v) **Insolvency:**
  - a) If "**Insolvency Resolution Process**" has been initiated against the bidder and is pending, or the bidder is under insolvency, the bidder shall not be eligible to bid for this tender.
  - b) Even during the processing period of tender till declaration of L1 if "**Insolvency Resolution Process**" is initiated against the bidder, or where the liquidation commencement date has occurred or a liquidation order has been passed or liquidation has been initiated in relation to the bidder, such bidder shall be disqualified from the process and BHEL will proceed further with tendering process without considering such bids.
- vi) The bidder should provide an undertaking on its letter head to this effect signed by its authorised signatory.
- vii) In case of any discrepancy, the decision of BHEL will be final.

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

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**Annexure-A**

**Authorization by OEM**

Date: \_\_\_\_\_

To,  
BHEL  
Tiruchirappalli

Subject: Letter of Authority

Tender Ref. No.: 9472600004/ 02.02.2026

Dear Sir,

We hereby authorize M/s \_\_\_\_\_ who has all India presence and fulfils the requirement of the tender enquiry ref. no....., dated ..... to quote / negotiate and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment for which we are the OEM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

The authorized agency would ensure reliable service during complete contract period of 5 years. In case of any default we would do alternative arrangement on the same terms and conditions as negotiated and finalized in this tender enquiry.

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
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(Authorized Signatory)

For \_\_\_\_\_

Note: This 'Letter of Authority' should be issued on the letterhead of OEM & enclosed in Part-I.

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

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**Annexure-B**

**Annual Turnover of Bidder**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Turnover (In Rs. Crores)</b>
1	2022-2023	
2	2023-2024	
3	2024-2025	

**Annexure-C**

**Presence Chart**

<b>Sl. No.</b>	<b>Location</b>	<b>Presence (Yes/No). Address if Yes</b>	<b>If not present, then covered which place from</b>	<b>No. Of Employees at that location</b>
1	Haridwar			
2	Bhopal			
3	Tiruchirapalli			
4	Hyderabad			
5	Ranipet			
6	Bangalore			
7	Rudrapur			
8	Goindwal			
9	Nagpur			
10	New Delhi			
11	Noida			
12	Jagdishpur			
13	Thirumayam			
14	Kolkata			
15	Varanasi			

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
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**ANNEXURE-D**

**MAJOR ORDERS EXECUTED IN LAST 7 YEARS**

<b>Sl. No</b>	<b>Customer Name</b>	<b>Type of Order (Leasing / Outright Sale)</b>	<b>Customer Contact Details (Name, Phone, Email)</b>	<b>Value of Order / Contract Executed during the said period</b>	<b>Brief Scope of Contract along with Equipment details</b>
1					
2					
3					
4					
5					

**Note:**

**'IT equipment' mentioned here should include a combined quantity of minimum 1400 PCs / notebooks / workstations / Printers/ Servers/ Network Devices/ Tablets against all orders / works (whether One Similar work, Two Similar Works or Three Similar works) provided for fulfilment of criteria 'A.8' above.**

**Technical Terms & Conditions**

**1. Evaluation criteria:**

**RATE FINALIZATION**

- 1) Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 2) BHEL will finalize the rates through **Reverse Auction as per RA terms & conditions**
- 3) In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.
- 4) Response to Tenders will be entertained only if the vendor has a valid GST registration number which should be clearly mentioned in the offer.
- 5) PF & ESI is applicable only for Maintenance Charges of printers (applicable as per statutory requirements).
- 6) PF & ESI is not applicable for Hardware & Incidental Charges (like Interest on capital, etc.).

**CRITERIA FOR AWARD OF WORK**

- 1) The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL" for package-wise L1 (lowest bidder) on basis on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.
- 2) In the course of evaluation, if more than one bidder happens to occupy L-1 status, Revised Price & Ranking will be arrived as per Tender terms & conditions.
- 3) BHEL's decision in such situations shall be final and binding.

**TERMS FOR PRICE BID & RATE BASIS**

- 1) Price bid is to be submitted in a separately provided in the portal.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
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- 2) Rate quoted in NIC portal should be on FOR destination basis inclusive of all taxes, P&F, freight etc. Transit Insurance is under Supplier scope.
- 3) The period of the contract can be extended if required by BHEL and agreed by contractor.
- 4) The rate quoted shall remain firm and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be made to the contractor by BHEL. Any increase of DA / wages to the contract labour, if any, shall be absorbed by the contractor themselves during the period of contract.
- 5) Quotation should be valid for a period of 180 days from the date of tender opening.
- 6) The quoted rate should be (Excluding GST 18%) and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid only on submission of documentary evidence.
- 7) The quoted rate will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.
- 8) The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on Minimum Wage.
- 9) Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.
- 10) The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
- 11) New vendors responding against BHEL website/NIC/ CPPP, may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.
- 12) Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").

**SPLITTING OF CONTRACT:** Splitting of contract is not applicable to this work, hence L1 will be awarded the full complete work as a package.

Contract will be awarded to one party as a package based on the overall L1 rate. Contractor must quote for all line items. Partial quoting will be rejected. Bidder should quote rate per unit (No.) for each line items inclusive of GST (18%) on FOR destination basis inclusive of all taxes, P&F, freight etc. Transit Insurance is under Supplier scope

**MSE BENEFITS:** Applicable.

MSE bidders if not opted for MSE Purchase preference in NIC Portal will be consider as NON-MSE bidder only. It is the responsibility of the bidder to ensure MSE purchase preference while submitting their bid.

**BENEFITS TO STARTUPS:** Start-up companies will be exempted as per government norms. In terms of work Experience value & Turnover value, such vendors need to meet at least 50% of financial turnover value & at least 50% of similar experience value on eligibility criteria in the tender. However cumulative quantity of minimum 1400 units comprising any combination of PCs, Notebooks, Workstations, Printers, Servers, Network Devices, and Tablets against all orders / works should be completed as per the Tender POC.

**BONUS CLAUSE** : Not Applicable.

**PRICE VARIATION CLAUSE (PVC)** : Not Applicable (The rate quoted is firm throughout the currency of the contract)

**OVER RUN COMPENSATION (ORC)** : Not Applicable

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Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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**2. Payments & Bill Processing:**

**In addition to the clause mentioned in TCC Clause No: 3.7 of TCC the following conditions will also applicable in this tender.**

- i. Payment shall be made as follows on submission of bill complete in all respect.  
90 days from Service Entry sheet for Non MSME  
60 days from Service Entry sheet for Medium (UDYAM Certificate to be submitted)  
45 days from Service Entry sheet for MSE (for Micro and Small enterprises only- UDYAM Certificate to be submitted).  
**If UDYAM Certificate not submitted substantiating the same**, payment will be processed in Non MSME basis  
However, GST amount shall be reimbursed in line with compliance to Cl. No. 3.8 (Taxes & Duties) below.
- ii. The Contractor should submit the bill in Suvidha portal within a week after at the end of each month/ quarter in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month/ quarter, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
- iii. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
  - a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities
  - b) Bills should be submitted along with all necessary documents, as applicable under contractor's statutory liability and this contract.
  - c) Any other relevant document which is required from time to time as per BHEL requirement.
- iv. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration should be submitted along with offer that they are within the threshold limit.
- v. No advance may be paid for operational or any other expenses.
- vi. No interest shall be payable on the security deposit or any other money due to the contractor
- vii. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- viii. **BHEL reserves the right to extend the contract by up to a period of THREE (3) months beyond the original contract period, at the sole discretion of BHEL, upon written notice provided to contractor prior to the expiration of the contract. Such extension shall be on the same rate, terms and conditions as set forth in this contract.**

**3. Tender Price:**

- a. Unless explicitly stated in the tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.
- b. While quoting the "**Lump sum amount**", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, insurance-premium overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by bidder as per tender document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the appropriate Government of the respective Unit / Region / Site of BHEL. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc. and then submit the price accordingly.

**4. Applicable Contractual Variations:**

Not applicable, the quoted rate is firm throughout the currency of contract including extension period.

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**5. Work Conditions and Liabilities:**

- i. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to work execution /transport operations done by the contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- ii. The contractor is directly responsible for injuries/ death of any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the property arising out of accident for performing the contractual obligations.

Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/ installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.

**6. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS AND START-UPS:**

MSE suppliers can avail the intended benefits only if they submit **UDYAM Registration Certificate** along with the offer. If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

**7. TAXES & DUTIES: Refer clause 3.8 of TCC**

**8. Income Tax:**

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

**9. SUBMISSION OF BILLS BY CONTRACTOR:**

Bills should be submitted in SUVIDHA PORTAL within a week after execution of work during the calendar month/ quarter. The Contractor shall submit the bill in detailing the various items of work done during the month/ quarter supported by the requisitions issued from time to time. The Contractor shall, once in every quarter, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- i. Deviation from the items provided in the contract documents.
- ii. Extra items / new items of work.
- iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- iv. Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
  - v. Copy of PAN card.
  - vi. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
  - vii. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
  - viii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

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**CONTRACT BILL PROCESSING IN SUVIDHA PORTAL:**

BHEL has launched **SUVIDHA – Unified Supplier Portal** to streamline the processing of supply / Service payments to all vendors. The details are as follows:

1. **Mandatory Registration of Invoices**
  - ❖ All supply / Service invoices, regardless of the invoice amount, must be registered in the BHEL SUVIDHA portal.
2. **For Net Invoice Amount Exceeding ₹5 Lakhs (Including Taxes):**
  - ❖ Upload of a **Class 3 Digitally Signed Tax Invoice (Class 3 Digital Signature Certificate issued by a licensed Certifying Authority)** is mandatory.
  - ❖ All other documents as per the Purchase Order (PO) checklist must also be uploaded.
  - ❖ If any other digitally signed document is specified in the PO checklist, it must be uploaded with a Class 3 Digital Signature.
3. **For Net Invoice Amount Up to ₹5 Lakhs (Including Taxes):**
  - ❖ Upload of all documents as per the PO checklist is mandatory.
  - ❖ Documents can be uploaded without a digital signature.
  - ❖ However, if a digitally signed document is specified in the PO checklist and a non-digitally signed version is uploaded, a hard copy must be submitted.

This system will be enabled from **01.10.2025** onwards. BHEL request all suppliers to comply with the above requirement and upload invoices through the SUVIDHA portal to ensure seamless payment processing.

➤ **Note:** Materials / services will not be accepted at BHEL premises in the absence of the above compliance. A detailed step-by-step procedure for uploading invoices and documents is linked for your reference.

**Portal Link:** <https://suvidha.bhel.in/suvidha/index1.jsp>

**10. BANK DETAILS FOR SECURITY DEPOSIT SUBMISSION:**

For Electronic Fund Transfer the details are as below:

- a) Name of the Beneficiary: BHEL, Trichy
- b) Bank Particulars (Details of Respectively executing region):

Name of the Company – BHEL, Trichy  
Name of the bank - STATE BANK OF INDIA

Account Number – 10891588977  
Account type – CC  
IFSC code - SBIN0001363  
MICR code – 620002004

**11. MICRO AND SMALL ENTERPRISES (MSE):**

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno- commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

**Note:** If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer copy of Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in NIC portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid

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submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

**12. PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the Bid, the same shall be applicable even if issued after issue of this Bid, but before opening of Part-II bids against this Bid.

**12.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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(ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the Note:

(i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-13. time of acceptance of the bids.

**13. Order of Precedence:**

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- b. NIC Bid
- c. Technical Conditions of Contract (TCC)
- d. Buyer Added Bid Specific ATC
- e. RA terms & conditions

**14. Safety Training:**

1. After the contract is awarded and before starting any contractual activities, the vendor must ensure that all contract workers complete the safety orientation program (As applicable for the respective units / Regions/ Sites) conducted by the respective department.
2. If a contract worker is relieved due to resignation or termination of service, the replacement worker must complete the safety orientation program before beginning any contractual activities.

**15. INTEGRITY PACT (IP):**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI NO	IEM	Email
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3	Shri Madan Lal Meena, IAS (Retd)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

*Note:*

*No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:*

Details of contact person(s):

<p>(1) Name: K Karthikeyan Designation: AGM Dept: Works Contracts Management Address: Bldg. 24, 3rd Floor, HPBP, BHEL Trichy-14</p> <p>Phone: 0431-2574638 Email: <a href="mailto:karthi@bhel.in">karthi@bhel.in</a></p>	<p>(2) Name: K Prasath Designation : Sr. Engineer Dept: Works Contracts Management Address: Bldg. 24, 3<sup>rd</sup> Floor, HPBP, BHEL Trichy-14</p> <p>Phone: 0431-2571573 Email: <a href="mailto:prasath@bhel.in">prasath@bhel.in</a></p>
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**16. Labour Laws**

The Vendor shall ensure abidance of all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act, 1948, Provident Fund Misc. Prov. Act 1952, Child Labour (Prohibition & Regulation) Amendment Act, 2016 and all other applicable Laws as amended from time to time w.r.t. to its

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employees/agents placed at BHEL premises for performing its contractual obligations or part thereof.

The VENDOR at its own costs shall provide adequate training, safety gadgets, instruments, dress etc. to its employees/agents placed at LESSEE's premises for performing its contractual obligations or part thereof.

The LESSEE instructions as issued from time to time in regard to working hours, wages, leave, holidays, bonus, health, etc. shall be abided by the Vendor and its employees/agents in letter and spirit.

The Vendor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in LESSEE's premises under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to LESSEE on or before the date of commencement of contract.

The Vendor shall attend all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.

Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the Lessor and vendor liable for penal action including termination of contract.

The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.

#### **17. REVERSE AUCTION:**

i. BHEL shall be resorting to Reverse Auction (RA) (RA Guidelines 2021 as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

ii. Clause 10.1 of RA Guidelines 2021 is alone modified as below: -

"Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of HI bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-Mil, or as amended from time to time}. In case of multiple HI bidders, all HI bidders (excluding except MSEs and bidders qualifying under PPP-Mil, Order 2017, who are within the margin of purchase preference) shall be removed provided mm11n um two bidders remain in fray, else no H1 removal".

iii. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

#### **18. RATE FINALIZATION**

i. BHEL will finalize the rates through Reverse Auction as per RA Guidelines.

ii. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case, BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float / short close the Tender, if L1 price is not the lowest acceptable price inter-alia other reasons.

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Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Annexure-1**

**CHECK LIST**

**NOTE:** - Suppliers are required to fill in the following details in their Letterhead and no column should be left blank

<b>A</b>	<b>Name and Address of the Supplier</b>		
<b>B</b>	<b>GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)</b>		
<b>C</b>	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
<b>D</b>	<b>Part – I (A): Pre-qualification Bid: EMD DETAILS</b>		
	<b>Part – I (B): Techno-Commercial Bid</b>		
<b>E</b>	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
i.	Whether <b>Pre - Qualification requirements</b> is understood and provided proper supporting documents with annexures A to annexure -D	Applicable	YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable	YES / NO
iii.	Experience Document, Audited Balance Sheet and profit & Loss Account for the last three years and Annexure V to Annexure XI	Applicable	YES / NO
iv.	Copy of PAN Card & GST registration	Applicable	YES / NO
v.	Submission of <b>MSE certificate (Udyam certificate)</b> as specified in Tender	Applicable	YES / NO
	<b>Technical Terms &amp; Conditions ( ATC)</b>		
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable	YES / NO
vii.	Submission of <b>Certificate of No Deviation</b> as per Annexure – 3	Applicable	YES / NO
viii.	Declaration regarding <b>Insolvency/ Liquidation/ Bankruptcy Proceedings</b> as per Annexure – 4	Applicable	YES / NO
ix.	Declaration by <b>Authorized Signatory</b> as per Annexure – 5	Applicable	YES / NO

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Date / दिनां:

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x.	Declaration by <b>Authorized Signatory</b> regarding <b>Authenticity</b> of submitted Documents <b>Annexure - 6</b>	Applicable	YES / NO
xi.	Submission of <b>Non-Disclosure Certificate</b> as per <b>Annexure - 7</b>	Applicable	YES / NO
xii.	Submission of <b>Integrity Pact</b> as specified in Tender as per <b>Annexure - 8</b>	Applicable	YES / NO
xiii.	<del>Declaration confirming knowledge about Site Conditions as per Annexure - 9</del>	<del>Applicable / Not Applicable</del>	<del>YES / NO</del>
xiv.	Declaration reg. <b>Related Firms &amp; their areas of Activities</b> as per <b>Annexure - 10</b>	Applicable	YES / NO
xv.	Declaration for <b>relation in BHEL</b> as per <b>Annexure - 11</b>	Applicable	YES / NO
XVI	Declaration Regarding <b>Minimum Local Content Annexure - 12</b>	Applicable	YES / NO
XVII	Declaration Regarding <b>Compliance to Restrictions Annexure - 13</b>	Applicable	YES / NO
XVIII	Bank Account Details For <b>E-Payment Annexure - 14</b>	Applicable	YES / NO
xix.	<b>Power of Attorney</b> for submission of tender as per <b>Annexure - 15</b>	Applicable	YES / NO
xx.	<b>Proforma of Bank Guarantee for Earnest Money</b> as per <b>Annexure - 16</b>	If Applicable	YES / NO
xxi.	<b>Proforma of Bank Guarantee for Performance Security</b> as per <b>Annexure - 17</b>	If Applicable	YES / NO
xxii.	List of Consortium Bank as per <b>Annexure - 18</b>	If Applicable	YES / NO
xxiii	Declaration regarding conflict of interest as per <b>ANNEXURE - 19</b>	Applicable	YES / NO
xxiv	<b>Technical Specification for</b> Procurement of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years across the BHEL <b>ANNEXURE - 20</b>	If Applicable	YES / NO

**NOTE:** Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

**DATE:**

**Sign. of the AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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**ANNEXURE - 2**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date: .....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Bid No: 9472600004 / 02.02.2026

Having examined the tender documents against your Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with \_\_\_\_\_ (name of work), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the scope of work and delivery schedule given in NIT.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorized Representative of Bidder**

Signature:

Name:

Address:

Place:

Date:

Place:

Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE- 3**

**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Subject: No Deviation Certificate**

Ref: 1) Bid No: 9472600004 / 02.02.2026  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized representative of the bidder)**

Date:

Place:

Place:

Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE- 4**

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

---

**To,**

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** Bid Specification No: 9472600004 / 02.02.2026

I/We,

---

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY (With Name, Designation and Company seal)**

Place:

Date:

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE - 5**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorized Signatory**

- Ref: 1) Bid Specification No: 9472600004 / 02.02.2026  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

Place:

Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE - 6**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----  
To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub: Declaration by Authorized Signatory regarding Authenticity of submitted documents.**

Ref: 1) Bid No. & Date: 9472600004 / 02.02.2026  
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Date:**

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE- 7**

**NON-DISCLOSURE CERTIFICATE**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

Ref.: Bid No. & Date: 9472600004 / 02.02.2026

I/We understand that BHEL **Trichy** is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s ..... who are submitting offer for providing services to BHEL Trichy against Bid No..... hereby undertake to comply with the following in line with Information Security Policy of **BHEL**.

- ② To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- ② The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL **Trichy**.

**(Signature, date & seal of Authorized Signatory of the bidder)**

**Date:**

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**INTEGRITY-PACT**

**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_, The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s) / Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC)

Place:

Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 1.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 1.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidder in this regard, would be the date of which cognizance of the said transgression was taken by the competent authority. The transgressions(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guideline on Banning of business dealings with suppliers / contractors". Framed by the principal.

### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

6.1 The Principal will enter into integrity pacts with identical conditions as this integrity pact with all Bidders and Contractors.

6.2 In case of Joint venture, all the partners of the joint venture should sign the integrity pact. In case of sub-contracting, the Principal contractor shall be responsible for adherence to provision of IP by the sub-contractor (s)

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management.

8.7 The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions .

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers (p. 10). Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them as an illustrative example, if a contractor who has awarded the contract, during the execution of contract, raises issue a delayed payment etc. Before the IEMs, the same shall be examined by the panel of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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#### **Section 10 - Other Provisions**

10.1 This integrity pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent courts as indicated in the tender or contract (Tiruchirappalli) as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the bidder (s) Contractor(s) is a partnership or a consortium or a joint venture, this integrity pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this integrity pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this integrity pact with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, both parties may try to settle the dispute through Mediation before the panel of IEMs in a time bound manner, if required the principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees / expense on dispute resolution shall be equally shared by both the parties. In case, the dispute remains un resolved even after mediation by the panel IEMs, either party may take further action as the terms & Conditions of the contract.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

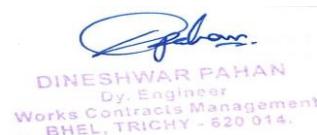


(Office Seal)

(Office Seal)

Place-----

Date-----



Witness:\_\_\_\_\_

Witness:\_\_\_\_\_

(Name & Address)\_\_\_\_\_

(Name & Address)\_\_\_\_\_

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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**ANNEXURE - 10**

**DECLARATION**

Date: \_\_\_\_\_

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/ Madam,

Sub: **Details of related firms and their area of activities**

Ref.: Bid No. & Date: 9472600004 / 02.02.2026

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

***Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.***

Regards,

( \_\_\_\_\_ )

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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**ANNEXURE - 11**

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub: Declaration for relation in BHEL**

**Ref: 1) Bid Specification No: 9472600004 / 02.02.2026**

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

**Tick (✓) anyone as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

i.

ii.

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE - 12**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE,  
2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) Bid Specification No: 9472600004 / 02.02.2026  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

...

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE – 13**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref:** 1) Bid Specification No: 9472600004 / 02.02.2026

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that \_\_\_\_\_ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)*).

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Note:** Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE - 14**

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

---

1. Beneficiary Name:
  
2. Beneficiary Account No.:
  
3. Bank Name & Branch:
  
4. City/Place:
  
5. 9-digit M ICR Code of Bank Branch:
  
6. IFSC Code of Bank Branch:
  
7. Beneficiary E-mail ID:  
(for payment confirmation)

**NOTE:** In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE - 15**

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

**(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)**

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. ...., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with..... vide Bid No: 9472600004 / 02.02.2026.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE – 16**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY**

(On non-Judicial paper of appropriate value)

**Bank guarantees should be received through SFMS (Structured Financial Messaging System) only.**

**Bank Guarantee No.....**  
**Date.....**

**To**  
(Employer's Name and Address)

.....  
Dear Sirs,  
In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by .....<sup>4</sup>.(name of the Employer) through its Unit at .....(

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....<sup>5</sup> ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the .....[Name & address of the Bank]  
..... having our Registered Office at .....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. ....<sup>5</sup> (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_ \_ \_

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We ..... Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the .....<sup>7</sup> we shall be discharged from all liabilities under this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup> we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Tiruchirappalli shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup> .....
- b. This Guarantee shall be valid up to .....<sup>6</sup>
- c. Unless the Bank is served a written claim or demand on or before .....<sup>7</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Date.....

Place of Issue.....

<sup>1</sup> Details of the Invitation to Bid/Notice Inviting Tender

<sup>2</sup> Name and Address of the Tenderer

<sup>3</sup> Details of the Work

<sup>4</sup> Name of the Employer

<sup>5</sup> BG Amount in words and Figures

<sup>6</sup> Validity Date

<sup>7</sup> Date of Expiry of Claim Period

**Notes:**

1. Units are advised that expiry of claim period may be kept Six (6) months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

**4. In Case of Bank Guarantees submitted by Foreign Vendors-**

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e., Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

**b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

**b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

(On non-Judicial paper of appropriate value)

Bank guarantees should be received through SFMS (Structured Financial Messaging System) only.

Bank Guarantee No:

Date:

To  
NAME  
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at <sup>1</sup> through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at <sup>2</sup> hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated <sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees -----) / FC.....(in words.....) for <sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, .....(hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----<sup>6</sup> (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_ .

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the .....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor

/ Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

This Guarantee shall remain in force upto and including .....<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>8</sup> we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Tiruchirappalli shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a. The liability of the Bank under this Guarantee shall not exceed.....<sup>6</sup>

b. This Guarantee shall be valid up to .....<sup>7</sup>

c. Unless the Bank is served a written claim or demand on or before .....<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ..... Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated .....

Place of Issue .....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited.

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE.

<sup>4</sup> CONTRACT VALUE.

<sup>5</sup> PROJECT/SUPPLY DETAILS.

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>7</sup> VALIDITY DATE.

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**Note:**

1. Units are advised that expiry of claim period may be kept Six (6) months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

**4. In Case of Bank Guarantees submitted by Foreign Vendors-**

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

**b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)**

**b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favor of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

**b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.**

**b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE - 18**

**LIST OF CONSORTIUM BANK**

<b>Sl. No.</b>	<b>NAME OF THE BANK</b>
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004 / 02.02.2026**

**ANNEXURE - 19**

**Conflict of Interest among Bidders/ Agents**

(To be typed and submitted in the **Letterhead** of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub: Declaration regarding Conflict of Interest**

Ref: 1) Tender Enquiry No.: 9472600004 / 02.02.2026  
2) All other pertinent issues till date

**Treatment of cases regarding conflict of interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i. If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii. Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv. A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

**Declaration**

I/We, hereby declares that I/we have read and understood the above aspects, and the I/we confirms that such conflict of interest does not exist and undertakes that I/we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. **In case, the I am / We are found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

## **Technical Specifications**

<b>Procurement of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years across the BHEL</b>				
<b>Sl no</b>	<b>Item Code</b>	<b>Item Description</b>	<b>Quantity in Numbers</b>	<b>Vendor's to mention HSN/SAC code for each items</b>
1.1	NB01	Notebook – General Incidental Charges (like Interest on capital, etc.) for 5 years	297	
1.2	NB01	Notebook – General Hardware Charges for 5 years	297	
1.3	NB01	Notebook General Maintenance Charges for 5 years	297	
2.1	PC01	PC - General Incidental Charges (like Interest on capital, etc.) for 5 years	3024	
2.2	PC01	PC - General Hardware Charges for 5 years	3024	
2.3	PC01	PC - General Maintenance Charges for 5 years	3024	
3.1	PC02	PC - General (With Integrated Camera and Microphone) Incidental Charges (like Interest on capital, etc.) for 5 years	725	
3.2	PC02	PC - General (With Integrated Camera and Microphone) Hardware Charges for 5 years	725	
3.3	PC02	PC - General (With Integrated Camera and Microphone) Maintenance Charges for 5 years	725	
4.1	PC03	PC (All in One) Incidental Charges (like Interest on capital, etc.) for 5 years	312	
4.2	PC03	PC (All in One) Hardware Charges for 5 years	312	
4.3	PC03	PC (All in One) Maintenance Charges for 5 years	312	
5.1	WS01	Graphics Workstation - Type-I Incidental Charges (like Interest on capital, etc.) for 5 years	297	
5.2	WS01	Graphics Workstation - Type-I Hardware Charges for 5 years	297	
5.3	WS01	Graphics Workstation - Type-I Maintenance Charges for 5 years	297	
6.1	WS02	Work Station with additional RAM Incidental Charges (like Interest on capital, etc.) for 5 years	150	
6.2	WS02	Work Station with additional RAM Hardware Charges for 5 years	150	
6.3	WS02	Work Station with additional RAM Maintenance Charges for 5 years	150	
7.1	WS03	Work Station with additional RAM, additional storage & additional graphics Incidental Charges (like Interest on capital, etc.) for 5 years	51	

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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7.2	WS03	Work Station with additional RAM, additional storage & additional graphics <b>Hardware Charges for 5 years</b>	51	
7.3	WS03	Work Station with additional RAM, additional storage & additional graphics <b>Maintenance Charges for 5 years</b>	51	
8.1	PR01	LED Projector <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	53	
8.2	PR01	LED Projector <b>Hardware Charges for 5 years</b>	53	
8.3	PR01	LED Projector <b>Maintenance Charges for 5 years</b>	53	
9.1	UP01	Small UPS- 800 VA <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	4628	
9.2	UP01	Small UPS- 800 VA <b>Hardware Charges for 5 years</b>	4628	
9.3	UP01	Small UPS- 800 VA <b>Maintenance Charges for 5 years</b>	4628	
10.1	UP02	2KVA UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	274	
10.2	UP02	2KVA UPS <b>Hardware Charges for 5 years</b>	274	
10.3	UP02	2KVA UPS <b>Maintenance Charges for 5 years</b>	274	
11.1	UP03	5KVA UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	46	
11.2	UP03	5KVA UPS <b>Hardware Charges for 5 years</b>	46	
11.3	UP03	5KVA UPS <b>Maintenance Charges for 5 years</b>	46	
12.1	UP03H	2 X 5KVA UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	1	
12.2	UP03H	2 X 5KVA UPS <b>Hardware Charges for 5 years</b>	1	
12.3	UP03H	2 X 5KVA UPS <b>Maintenance Charges for 5 years</b>	1	
13.1	UP04	10KVA Online UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	14	
13.2	UP04	10KVA Online UPS <b>Hardware Charges for 5 years</b>	14	
13.3	UP04	10KVA Online UPS <b>Maintenance Charges for 5 years</b>	14	
14.1	UP04H	2 X 10KVA Online UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	3	
14.2	UP04H	2 X 10KVA Online UPS <b>Hardware Charges for 5 years</b>	3	
14.3	UP04H	2 X 10KVA Online UPS <b>Maintenance Charges for 5 years</b>	3	
15.1	UP05	20KVA Online UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	28	
15.2	UP05	20KVA Online UPS <b>Hardware Charges for 5 years</b>	28	
15.3	UP05	20KVA Online UPS <b>Maintenance Charges for 5 years</b>	28	
16.1	UP05H	2 X 20KVA Online UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	1	
16.2	UP05H	2 X 20KVA Online UPS <b>Hardware Charges for 5 years</b>	1	
16.3	UP05H	2 X 20KVA Online UPS <b>Maintenance Charges for 5 years</b>	1	
17.1	UP06	40KVA Online UPS <b>Incidental Charges (like Interest on capital, etc.) for 5 years</b>	1	
17.2	UP06	40KVA Online UPS <b>Hardware Charges for 5 years</b>	1	
17.3	UP06	40KVA Online UPS <b>Maintenance Charges for 5 years</b>	1	

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

**Tender Enq. No.: 9472600004/ 02.02.2026**

18.1	UP06H	2 X 40KVA Online UPS Incidental Charges (like Interest on capital, etc.) for 5 years	2	
18.2	UP06H	2 X 40KVA Online UPS Hardware Charges for 5 years	2	
18.3	UP06H	2 X 40KVA Online UPS Maintenance Charges for 5 years	2	
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19.2	UP07H	2 X 60KVA Online UPS Hardware Charges for 5 years	4	
19.3	UP07H	2 X 60KVA Online UPS Maintenance Charges for 5 years	4	
20.1	MON01	Additional Monitor Incidental Charges (like Interest on capital, etc.) for 5 years	179	
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Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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# SCOPE, TECHNICAL & FUNCTIONAL REQUIREMENTS

***Rate Contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).***

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## 1.0 Brief Scope of Work

BHEL intends to enter into a Rate Contract for supply, installation & maintenance of PCs, Workstations, Laptops, UPS & other IT Hardware throughout India at about 35 locations for a period of FIVE years on "Lease Purchase" mode.

The list of items, along with tentative quantity of each item, are listed in Annexure-V (Bill of Material - BoM). The requirement mentioned in this document is tentative in nature and the final requirement may have a variation of up to **±25% of the total contract value**.

## 2.0 Instructions & Guidelines to Bidders

### 2.1 Introduction

Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110 049 through its office at New Delhi (hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers to enter into a Rate Contract for supply, installation & maintenance of PCs, Laptops, Workstations, UPS & other IT Hardware throughout India at about 35 locations for a period of FIVE years on "Lease Purchase" mode, as per requirements and Commercial Terms and Conditions detailed in the tender documents.

The Total Price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including replacement of parts during the contract period, insurance (as applicable) and any other incidental charges.

Contract Period of Five years shall start for particular order/ PO from the date of successful installation of all the equipment of that order/PO by bidder and acceptance by BHEL at respective location. In case the delay for installation is attributed to BHEL due to site not ready, then the contract shall start after 15 days from the date of delivery of equipment (acceptance by BHEL for total scope) at the location of installation/ supply as directed by the MU/PS-Region/Division placing the order for supply of IT equipment. If the delay is from vendor side then the contract shall start from the date of successful installation by bidder. Details of acceptance procedure, if any, are enclosed separately along with technical specifications. Bidder shall be responsible for comprehensive on-site maintenance of the supplied equipment & services during the entire contract period. Payments shall be released as per Payment terms and other Commercial Terms & Conditions, enumerated in later part of this document.

The summary of requirement is enclosed in Annexure-V. The quantities mentioned are indicative only. The rates for the various items will be finalized centrally and orders will be placed for the indicated quantities from respective Unit/Division/Region of BHEL. The agreement for Rate Contract will be signed centrally. The release of payment will be from the place (unit/division) of release of order(s).

The placement of orders for the items covered in this enquiry will also be available to BHEL for a period of SIX months from the date of LOA (Letter of Award). The vendor on whom rate contract is finalized shall provide the latest specifications in this period at the same rental charges.

### 2.2 Pre-Bid Conference

**2.2.1** The bidders are expected to carefully go through this Tender Document and understand all the requirements thoroughly before submitting their offer. Any pre-Bid clarification and query pertaining to this tender enquiry must be submitted in writing and addressed to the official inviting the offers. All these queries will be clarified in the Pre-Bid Meeting. BHEL will not be liable to entertain or respond to bidders' queries received after the Pre-Bid Meeting.

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Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

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**2.2.2** Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 3 representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

**2.2.3** During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration. BHEL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

**2.2.4** Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Bidders shall be deemed to have fully understood the statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

## **2.3 Deviations**

Bids shall be submitted strictly in accordance with the requirements, terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per the prescribed format of NIT. No deviation shall be acceptable in Technical & Commercial terms/conditions.

## **2.4 Other Important Terms and Conditions**

**2.4.1** Total quantity of any line item shall be of same Make & Model. No mix and match are allowed and it will be applicable to all items.

**2.4.2** Make and Model of the equipment shall be specified in the space provided in the technical specifications.

**2.4.3** Equipment offered must have current certifications as detailed in relevant sections.

**2.4.4** Future expectations of certification, conditional certifications, variation in certification and certification for equipment different from the make and model offered in the bid is not acceptable.

**2.4.5** Any format not properly filled, partially filled or not filled will make the bid liable for rejection.

**2.4.6** Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.

**2.4.7** If required, BHEL is entitled to ask for any equipment for evaluation and all bidders are requested to note that they shall provide equipment exactly as per specification without any change and precondition(s) to BHEL within 15 working days of receiving such notice. Upon completion of such evaluation BHEL shall return the equipment to the unsuccessful bidder. However, successful bidder's equipment will be returned only after complete delivery of the ordered equipment.

**2.4.8** Enclosures consisting of all specified documents shall be bound and cross-referenced with respect to relevant clause of this tender document. This shall be submitted along with the technical bid as a separate volume. A check list of such documents has also been incorporated into the tender to guide the bidders.

**2.4.9** Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading

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or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender.

**2.4.10** The EMD (earnest money deposit) deposited against the bid shall be returned to the successful bidder after SIX months of issue of LOA and acceptance of the LOA by the bidder and submission of Security Deposit to individual order placing Units/ Divisions/ regions of BHEL. However, upon receipt of request from the bidder, the cash portion of the EMD value may be adjusted against the BG/SD deposited against the PO issued by a BHEL location.

## **3.0 Commercial Terms & Conditions for Bidders**

### **3.1 General**

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

### **3.2 Expectations from Bidders**

Bidder is required to give a total solution & services as per specifications enclosed. The full working of all IT Equipment and Services is the responsibility of the Bidder. In case any extra item (hardware, software, license, services) is required for complete functioning of the system, the same must be provided at no additional cost to BHEL.

### **3.3 Contract Agreement**

After BHEL notifies the successful Bidder that its bid has been accepted (through issuance of LOA for Rate Contract), the Bidder shall sign and return back duplicate copy of the LOA as acceptance, within 7 working days. Thereafter, BHEL will issue the copy of contract agreement within 15 days from the date of acceptance of LOA. LPA shall enter into a Bipartite Agreement with the Successful Bidder for published (including all corrigendum / amendments) terms and conditions of the tender.

If the Successful Bidder informs that he has tied up a Lessor (financer) also, then a Tripartite Agreement among the Successful Bidder, Lessor (financer) and the MU/ Region placing the order for IT equipment shall be executed post LOA placement (by LPA). Format of Tripartite agreement is as per Annexure-XI. In case of Tripartite agreement between Lessor, Vendor and BHEL, Vendor needs to open an escrow account for payment of invoices by BHEL, with clearly defined withdrawal limits for vendor and Lessor (in % term).

### **3.4 Supply Condition**

All equipment supplied and installed at the stipulated locations shall be NEW and conforming to the contract technical specifications. The **certificate of newness** is to be furnished.

The Bidder will also have to produce a certificate from the principal OEM(s) for back-to-back support for the complete contract period for all items. The period of **back-to-back support with OEM** will start from the contract start date provided by respective location.

Back-to-back support shall mean:

1. The Vendor shall replace all faulty components with original and new parts of the OEM throughout the validity of the contract. If the faulty part is not available, the same shall be replaced with a higher configuration part of the OEM.
2. The Vendor shall ensure firmware/software updates & patches from the OEM throughout the validity of the contract.
3. The OEM of the UPS has also to comply to the "**Batteries (management and handling) rules, 2001** under the

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Environment (Protection) Act, 1986" and shall provide an undertaking on the official letter head of the OEM of the UPS battery in this regard.

### 3.5 Location & Consignee

The tentative list of consignees and respective locations with the tentative quantity and type of equipment to be delivered are detailed in **Annexure-VI**.

### 3.6 Delivery

Delivery (i.e. Supply and installation) period shall start from the date of placement of firm order. Item wise "Delivery period" for all the categories of items shall be **16 weeks.**

### 3.7 Payment Terms

- i. The Rate Contract Agreement will be signed centrally; however, the payment will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate to the MU/ PS-Region/Division placing the order for supply of equipment, from where the payments will be directly released.
- ii. Vendor has to complete installation at the location to be identified by BHEL along with Order. The lease quarterly payment will be due after completion of the financial quarter after successful delivery & acceptance by BHEL. Although as per the requirement by PO placing Unit/Location, multiple Installation dates may be given for staggered delivery (Supply and Installation), however contract start date shall commence after completion of delivery of all the items of the order (based on last Installation Report date of the order). Bill submission shall be done after completion of the quarter.
- iii. Pro rata lease rental charges will be payable for the quarter in which contract start date of the order falls.
- iv. Payment will be released within 45 - 90 days (subject to type of vendor's enterprise as MSME & Non MSME) of submission of verified invoices with escrow account details mentioned on it in case of tripartite agreement. For MSMEs Unit (covered under MSME Act), the Payment term is 45 days and For Non MSMEs the Payment term is 90 days.
- v. However, GST amount shall be reimbursed in line with compliance to Cl. No. 3.8 (Taxes & Duties) below.
- vi. No interest shall be payable on the security deposit or any other money due to the contractor.

### 3.8 Taxes and Duties

<b>TAXES AND DUTIES</b>	
3.8.1	The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding <b>GST</b> on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses
3.8.2	<b>GST (Goods and Services Tax)</b>

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3.8.2.1	GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be <b>exclusive</b> of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
3.8.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
3.8.2.3	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
3.8.2.4	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
3.8.2.5	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
3.8.2.6	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
3.8.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
3.8.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: - a. Supply of goods and/or services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due

	<p>date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.</p> <p>g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</p>
3.8.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
3.8.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
3.8.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
3.8.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
3.8.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
3.8.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
3.8.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
3.8.2.16	<p><b><u>Variation in Taxes &amp; Duties:</u></b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
3.8.3	<p><b><u>Income Tax:</u></b></p> <p><b>TDS/TCS</b> as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>

### 3.9 Rates

- 3.9.1** Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular/on-site insurance and on-site comprehensive maintenance including spares at stipulated locations during the entire lease period and shall remain FIRM without any variation till completion of the lease contract.
- 3.9.2** Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price-Bid, no request for any change in rates/tariff due to above will be entertained.

### 3.10 Liquidated Damages (LD) for Late Delivery

For any delay in supply, installation, configuration and commissioning of the solution against any order placed by a location, LD shall be levied on the Contractor at the rate of 0.5% per week (or part thereof) of the contract value of the undelivered portion for entire contract period, which shall be deducted from the running/ subsequent invoices submitted by the vendor. The total deduction due to delayed delivery shall not exceed 10% of the contract value pertaining to the undelivered portion. In case of staggered delivery all Installation Report dates to be considered to arrive to final LD amount. This LD will be deducted from the first payment. In case the LD amount to be deducted is more than the first payment charges (initial quarterly charge), the same will be adjusted from the subsequent payments.

### 3.11 Downtime calculation for IT Equipment

The Vendor shall be responsible for running the equipment at the uptime of 98% per month in a quarter at major cities like Delhi (NCR), Chennai, Mumbai, Kolkata, Bhopal, Bangalore, Trichy, Nagpur, Haridwar, & Hyderabad. At all other cities, the Vendor shall maintain an uptime of 95% per month in a quarter and for sites of power sector regions 90% per month in a quarter.

No	Item Code	Support Level
1	All items (other than RE)	8 x 6

The deduction for downtime shall be as follows:

Downtime in Major city Delhi (NCR), Chennai, Mumbai, Kolkata, Bhopal, Bangalore, Trichy, Nagpur, Haridwar, Hyderabad	Downtime in all other cities (except remote sites of Power Sector regions)	Downtime in sites of Power Sector regions	Deduction factor
0 to 2%	0 to 5%	0 to 10%	Zero
>2 to 5%	>5 to 8%	>10 to 13%	1.00
>5 to 10%	>8 to 10%	>13 to 15%	1.25
Above 10%	Above 10%	>15%	1.50

Working calculation for deduction

Let downtime in a month = A hours

Downtime percentage (other than RE) =  $A \times 100 / (8 \times 30) = B$

Deduction factor according to the table = D

Monthly equipment lease charges = (Equipment Quarterly lease charges) / 3 = M Rupees

Amount of deduction =  $(M \times B \times D) / 100$  Rupees

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For any user complaint, while calculating the downtime hours, the duration of downtime attributable to BHEL shall be excluded from the total downtime.

The downtime for an item will be deducted from the quarterly maintenance charges for that item as per order.

If the uptime for equipment/system falls below 90% for major & other cities, 85% for project sites of power sector regions, continuously for 3 months, the system/equipment shall have to be replaced by the Vendor within 30 days without any extra charge. If the faulty equipment is not replaced, then no quarterly lease payments will be made for that equipment until the replacement of that equipment is provided. If the vendor fails to replace the equipment within the above prescribed timeline, BHEL reserves the right to terminate the contract as per clause 3.22 & 3.23 of this contract.

#### **Penalty for absence of Resident Engineer (RE):**

The Vendor shall arrange for substitution for RE on leave/ absence. At any point of time, the number of RE(s) deployed in a particular location shall be maintained. In case the same is not maintained, then a penalty @ Rs. 1000/- per day per RE, for every absent RE, shall be levied on the Vendor.

#### **Total Penalty**

The total deduction due to downtime and absence of RE, per quarter against a particular order of any unit/division, shall be limited to the total quarterly maintenance charges of that particular order. If the cumulative deduction due to downtime and absence of RE exceeds the quarterly maintenance charges, then the penalty will be deducted from subsequent quarterly maintenance charges.

### **3.12 Maintenance**

**3.12.1** The maintenance service shall include all activities, repairs, and replacements necessary to ensure that the equipment remains in good working condition throughout the contract period. Preventive maintenance shall be carried out as required to maintain optimal performance of the equipment. The scope of maintenance shall include, but not be limited to, the replacement of all plastic and/or rubber parts, adapters, UPS batteries, and notebook batteries as and when found defective during the contract period.

Notwithstanding the above:

- All UPS batteries shall be mandatorily replaced after 2½ years and again during the last quarter of the contract period.
- All Notebook batteries shall be mandatorily replaced during the last quarter of the contract period.

**3.12.2** Maintenance charges shall also cover RE charges and 5-year OEM warranty charges of the equipment.

**3.12.3** To ensure data protection and confidentiality, it shall be ensured that all data on the defective hard disk (SSD) is rendered completely non-retrievable in any form before the disk is taken out.

#### **3.12.4 E-Waste disposal**

1. Vendor shall ensure full compliance to E-waste (Management and Handling) Rules issued by Government for products being supplied to BHEL.
2. Vendor should ensure that either them or the producer of products supplied by them has required authorization from respective State Pollution Control Boards / Pollution Control Committees for implementing EPR (Extended Producer Responsibility) across the concerned state.

### **3.13 Training**

During installation at respective locations, the associated BHEL users will be guided/trained on the configuration being made and usage.

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### **3.14 Indemnity**

Vendor shall fully indemnify and keep indemnified the BHEL against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered by the Vendor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However, the Vendor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by BHEL and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the BHEL, BHEL will inform in writing to the Vendor who shall at his own cost either settle any such dispute or defend BHEL in any litigation that may arise there from.

### **3.15 Insurance**

The insurance (transit & during contract life) shall be in the scope of the vendor. Insurance for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost during transit, movement, storage and throughout the period of contract. BHEL, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the Vendor fails to renew the policy before the expiry, BHEL may renew the insurance and recover from the lease rental.

### **3.16 Non-Disclosure Agreement**

- 3.16.1** The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of Information Security Management System (ISMS) as applicable in BHEL from time-to-time.
- 3.16.2** All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non-Disclosure Agreement (NDA) (as per **Annexure-X**) in line with the Owner's Information Security Management System (ISMS).

### **3.17 Confidentiality**

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

### **3.18 Patents & Trademarks**

Vendor shall at all times indemnify the BHEL against all claims which may be made in respect of the Systems/goods/Software supplied by the Vendor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the BHEL, the BHEL will inform the Vendor who shall at his own cost either settle any such dispute or defend BHEL in any litigation that may arise there from.

### **3.19 Sub-Contracting**

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any other party without prior written consent of BHEL. As an exception, Sub-contracting of manpower / Sourcing of manpower from business partner can be done after acceptance by respective BHEL Unit/Region. All the statutory requirements are to be fulfilled by the Vendor/sub-contractor/business partner. The invoices will be

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raised by the Vendor only and all payments/deductions will be done against the Vendor bills only.

### **3.20 Force Majeure**

"Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

And

Prevents the performance of the contract, Such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii) Epidemic, pandemic etc.

The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- i. Constitute a default or breach of the Contract.
- ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure

### **3.21 Breach of Contract:**

The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.

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- II. The Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III. The Vendor delivers equipment/ material not of the contracted quality.
- IV. The Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Vendor.
- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Vendor, BHEL shall notify the Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 30 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

### 3.22 Remedies in Case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 3.21 has expired and Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. from dues available in the form of Bills payable to defaulted Vendor against the same contract, retention amount, from the money due to the Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. The balance amount be returned to the Vendor.
- iv. In case the amount recovered under the above clauses is insufficient to meet the total amount recoverable, or if no security instruments are available, BHEL shall issue a demand notice to the Vendor requiring payment of the balance amount within 30 days from the date of such notice.
- v. If Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a) from dues available in the form of Bills payable to defaulted Vendor against the same contract.

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- b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
  - c) In-case recoveries are not possible after exercise of the above option, then Legal action shall be initiated for recovery against defaulted Vendor.
- vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Vendor for the purpose of estimation of damages.
- vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1. The defaulting Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
  - a) In case defaulted Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
  - b) In case defaulted Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

### **3.23 Termination of The Order/ Contract & Its Consequences**

- I. BHEL reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor, or non-performance of the equipment/system, as per mutually agreed terms.
- II. Vendor shall continue the performance of the order/contract under all circumstances, to the extent not terminated.
- III. BHEL will issue a written notice of non-compliance to the Vendor and after a rectification period of 30 days, termination clauses will be applicable.
- IV. BHEL shall inform the Vendor to remove the equipment from BHEL's premises. If the VENDOR fails to remove and/or re-possess the Equipment within 30 days from the date of intimation, then VENDOR shall be liable to pay to the BHEL an amount equal to 0.005% of the contract value towards retention charges/ground rent. If the VENDOR fails to remove and/or repossess the Equipment within 60 days from the date of intimation, the Equipment will be sold by the BHEL at the cost of the VENDOR. The sale proceeds so received will be returned to the Vendor after deducting the retention charges/ground rent plus an overhead charge of 5% of the sale proceeds and any other charges that may be payable to the BHEL as per the contract. No compensation of any kind whatsoever shall be payable by the BHEL to the VENDOR for sale of equipment due to the failure of VENDOR to remove the equipment within a period 60 days from the date of intimation.
- V. While removing the equipment (PC/Notebook/Work-station) as in point – IV, it shall be ensured that all data on the hard disk (SSD) is rendered completely non-retrievable in any form, to ensure data protection and confidentiality.

**Consequences:** As soon as the contract is terminated by BHEL, no payment will be payable to the VENDOR.

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### 3.24 Fore-closure:

In case of fore-closure of the contract agreement / tri-partite agreement by BHEL for no fault of the Vendor, pro-rata compensation will be payable. Compensation will be equivalent to the percentage of outright purchase cost (Hardware Charges on outright basis) proportionately linked to balance contract period, plus a nominal charge of Rs. 1.00 per order as terminal payment for transfer of the ownership of all the equipment against that order to BHEL.

### 3.25 Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 3.26.

### 3.26 Conciliation

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)).

Note:

Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

### 3.27 Arbitration

- I. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 3.26 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be decided by the PO issuing agency and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

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- II. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the PO and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- III. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution (to be decided by the PO issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules.
- IV. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- V. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- VI. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be decided by both the parties mutually agreed.
- VII. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at The palace to be decided by PO issuing agencies.
- VIII. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- IX. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- X. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 3.27(IX). Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.
- XI. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

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### **3.28 Law Governing the Contract and Court Jurisdiction**

The Agreement shall be governed by the Law for the time being in force in the Republic of India. Subject to clause **3.27** of this contract, the Civil Court having the original territorial jurisdiction over the respective MU/ PS-Regions (i.e. Location) from where PO is released for the required equipment shall alone have exclusive jurisdiction in regard to all matters in respect of the Agreement.

### **3.29 No Interest Payable to Contractor**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

### **3.30 Amendment of Tender Document**

BHEL may, at its sole discretion, amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

### **3.31 Acceptance of LOA / Rate Contract/Order**

Letter of Vendor's acceptance of the LOA / Rate Contract/ Order is to be submitted within one week of issue date of LOA/Rate Contract/ Order.

### **3.32 Shifting of Equipment from a Location to Other**

After initial installation as per location details given by BHEL, shifting of equipment from one location to another shall be the responsibility of the Vendor. The entire requisite works like dismantling of equipment, packing, transportation and transit insurance shall be the responsibility of the Vendor. The shifting of equipment may be required from one location to another within the boundary of the project site / campus, within same city or to a different city. For shifting equipment within the boundary of the project site / campus or within the same city, no charges will be payable by BHEL. For shifting equipment from one location to another falling in different cities/sites, a mutually agreed cost will be paid by BHEL to the Vendor as per actual. In case of disagreement towards the transportation cost of equipment, BHEL reserves the right to transport the equipment from one location to another at its own cost. However, even in the case where BHEL decides to transport the equipment on its own, the BHEL responsibility shall be limited only to the cost of transportation of equipment, the Contractor shall not be absolved of any of its obligation towards *inter-alia* packing, transit insurance, warranty obligations under the Contract. The time given for shifting and installation of equipment at new location will be mutually agreed and time taken beyond that period will be treated as downtime.

### **3.33 Terminal Payment**

BHEL shall have the right to acquire all the equipment at the end of the contract period by paying a terminal payment of Rs. 1.00 per order. BHEL shall communicate its intention to exercise this right during the last quarter of the contract period. Upon receipt of such intimation, the vendor shall raise the invoice for the terminal payment along with the invoice for the last quarter of the contract.

### **3.34 Conflict of Interest among Bidders/ Agents**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict**

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**of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner(s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; **or**
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

## 4.0 Technical Specifications

All equipment will be taken on lease and shall be provided as per Bill of Material (BoM). Any other item(s), necessary for completeness of the solution but are not part of BoM, shall be provided by the bidder at no additional cost to BHEL.

Minimum technical requirements, specifications are attached as **Annexure-VII**.

Bidders shall note that these are minimum specifications only and if higher specifications / configuration, higher models or upgrades are required for proper delivery of services and SLA conformance, the same shall be provided at no additional cost to BHEL.

### 4.1 Brief Scope of Work – Technical

The broad scope of work includes the following:

- 4.1.1 Installation and configuration of all the hardware and software items supplied under the Rate Contract.
- 4.1.2 The Vendor shall assign a qualified Project Manager having at least 10 years of experience to supervise the installation and deployment of all the items across all the BHEL locations.
- 4.1.3 Comprehensive maintenance of all the hardware and software for the entire contract period. For all hardware and software like OS, CALs, backup software the Vendor must provide onsite support.
- 4.1.4 The Vendor shall maintain sufficient number of spares at each location.

#### 4.1.5 Deployment of Resident Engineers (REs)

The Successful Vendor shall provide qualified Resident Engineers (REs) in accordance with the following norms:

- **P** = Aggregate count of all PCs, Workstations, Notebooks, Additional Monitors, and Projectors (e.g., PC01, PC02, PC03, WS01, WS02, WS03, NB01, MON01, PR01) for all Purchase Orders (POs) placed by any Unit/Division/Region.

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Signature of Authorized Signatory

with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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- **U** = Aggregate count of all categories of UPS (e.g., UP01, UP02, UP03, UP03H, UP04, UP04H, UP05, UP05H, UP06, UP06H, UP07H) for all POs placed by any Unit/Division/Region.

The number of Resident Engineers to be deployed shall be calculated as follows:

$$\text{RE Count} = \text{Round} \left( \left( P \div 200 \right) + \left( U \div 800 \right) \right)$$

Where rounding shall be performed as under:

- If the fractional part of the RE Count is **0.5 or greater**, it shall be rounded up to the next whole number.
- If the fractional part of the RE Count is **less than 0.5**, it shall be rounded down to the previous whole number.  
(e.g., 3.23 shall be rounded to 3, whereas 5.56 shall be rounded to 6).

Notwithstanding the above formula, the Successful Vendor shall mandatorily deploy a minimum of **one (1) Resident Engineer** at each location where a confirmed PO has been issued and the total combined units of equipment (P + U) is fifty (50) or more and RE count is zero (0) from above RE Count formula.

#### 4.1.6 Additionally,

- a) The Vendor must offer all software, licenses and support for complete solution. All licenses must be in the name of BHEL. Licenses must clearly mention their validity period and renewal policies.
- b) The Vendor shall include and provide all other hardware or software items that are not explicitly mentioned herein but are required to fulfil the intended specifications.
- c) No item shall be offered whose end-of-sale has been declared by the OEM or has been declared to be under phase out.
- d) No item quoted in this contract shall be declared end-of-support by the OEM during the entire contract period.
- e) The Vendor shall ensure that the RE(s) are equipped with PPE (personal protection equipment) when they are visiting shop floors and other factory areas of BHEL.
- f) The Vendor shall ensure that all electronic equipment including computers procured under this contract are supplied with bilingual support.

## 4.2 Installation of Supplied Hardware:

For installation, a brief scope of work is given as under. However, if any activity or component is required for the completeness or successful functioning of any item, the same shall be part of the scope of supply and work.

### 4.2.1 Installation of PC/Notebook/Workstation

- a) Inventory & Configuration, verification against Ordered Specification
- b) Installation of OS
- c) Installation of latest OS patches and security updates.
- d) Partitioning (wherever asked for)
- e) Installation of Software packages provided by BHEL (like Antivirus, MS Office, Adobe acrobat, VC application/client software, etc.)
- f) Printer configuration
- g) Network configuration
- h) Client email configuration
- i) Internet configuration
- j) Transfer of data from the replaced PC's

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#### 4.2.2 Installation of UPS

- a) Inventory & Configuration, verification against Ordered Specification
- b) Connecting batteries
- c) Perform power on self-test
- d) Perform system & verification test
- e) Verify backup time on full load
- f) Connecting load to UPS
- g) In case of all online UPS, Vendor shall inform BHEL at least 1 month before delivery about Switching Device, space, cabling and any civil work requirements.

#### 4.2.3 Installation of Projector

- a) Inventory & Configuration, verification against Ordered Specification
- b) Physical Installation & Alignment
- c) Cable and Power Connections
- d) Perform power on self-test
- e) System verification & testing
- f) Backup Power Integration (if applicable)
- g) Calibration & Environmental Checks

### 4.3 Resident Engineer

4.3.1 The vendor shall post qualified resident engineers (REs) at different locations as per clause 4.1.5. Sub-contracting of manpower for AMC can be done after acceptance by respective BHEL Unit/Region.

4.3.2 The resident engineer (RE) posted at BHEL locations should have the following minimum qualification and experience:

- i) Graduation or 3 years diploma in electronics / computers/ hardware.
- ii) At least 2 years' experience in maintenance of PCs, laptops, workstations.

4.3.3 The Resident Engineer (RE) deployed for providing the services shall be appropriately skilled and trained on the equipment under his/her maintenance responsibility. The RE shall be a bonafide employee of the vendor or of a subcontractor duly engaged by the vendor. The vendor or its subcontractor shall submit copies of the requisite qualification and experience certificates of the deployed RE for verification and record purposes.

4.3.4 Before posting engineers to BHEL locations, the vendor shall submit the CV of engineers to respective BHEL locations for vetting and acceptance. The respective BHEL locations may interview the candidate for acceptance/rejection before they are actually posted.

4.3.5 The RE's must be on the payrolls of the vendor or subcontractor duly engaged by the vendor and they have to submit the payslips (salary statement) to respective locations. All the statutory requirements are to be fulfilled by the Contractor /sub-contractor. The invoices will be raised by the Contractor only and all payments/deductions will be done against the Contractor bills only.

4.3.6 The vendor shall ensure the submission of Police Verification of the RE at the time of deployment to respective BHEL location.

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- 4.3.7 The RE(s) are required to carry their company provided photo identity card in person during their term in BHEL.
- 4.3.8 The Vendor will provide insurance cover to its RE. The RE or their legal heirs shall not claim any insurance benefit from BHEL in case the RE(s) suffer any loss or damage to their life or person or property while working in the BHEL premises.
- 4.3.9 Vendor has to ensure payment of statutory minimum wages as prescribed by BHEL/Central/State Government (whichever is higher) at respective locations where RE(s) are deployed.
- 4.3.10 The Vendor has to submit the PF/ESI documents before deploying the RE's at locations. The Vendor will also submit the details (PF/ESI etc) of the OEM personnel who would be coming to the BHEL premise for maintenance calls. The Vendor has to submit any other documents required by BHEL and or Govt Bodies as and when required.
- 4.3.11 Upon changing resource personnel, the Vendor is supposed to give sufficient notice to BHEL in this regard. Frequent changing of RE needs to be avoided. In case of temporary absence of more than 2 days of Resident Engineer from the premises, suitable stand-in RE shall be provided by the Vendor. In case of a change of a service engineer, the new service engineer will have 7 days of hand holding with the existing engineer for proper Knowledge Transfer. In case of the temporary/replacement RE also, all the statutory & contract requirements are to be fulfilled by the vendor or subcontractor duly engaged by the vendor.
- 4.3.12 The RE should be available during office hours at respective locations on all working days of BHEL. However, they may also be required to be present on need basis on Holidays/off working days/non-office hours also.
- 4.3.13 BHEL reserves the right to ask for change of RE, if it is observed that they are not technically competent, don't respond properly to the users, are not courteous to users, etc. On request of change of RE by BHEL, the Contractor shall deploy a new RE within 30 days of the request.
- 4.3.14 The responsibilities of the RE include, but are not limited to, the following activities:
- i) Support to users for installation, reinstallation, troubleshooting and other problems/issues related to Operating System and other commonly used software like email clients (Microsoft Outlook), MS office, Antivirus, Adobe Acrobat, Digital Certificate tokens, cloud VC clients (like MS Teams, Webex, etc.), add-ons, update / upgrades should be provided by the Resident Engineer (RE) during contract period, as per the requirement of the respective BHEL location.
  - ii) Attending to and resolution of user complaints and maintaining record of all complaints / calls.
  - iii) Sharing of Desktop, printers and configuration on network should be provided by the Resident Engineer (RE) during contract period.
  - iv) Dismantling, assembling and data transfer in case of shifting of system from one user to another within premises should be provided by the resident Engineer(s) during contract period.
  - v) Call Logging with OEM and follow up for its closure for any Hardware / Software faults, supplied as part of this contract.

## 5.0 Payment Centre & Administration of Contract

The tender envisages supply and installation of equipment at different locations as per tentative consignee list given below. The administration of contract will be at respective locations. As part of this rate contract, the rates will be finalized centrally and orders will be placed by respective Units / PS Regions/ Divisons for their requirements. The tentative list of such locations is given below. The Vendor is to clearly understand that the service is to be provided on site at all the locations as detailed in relevant section ("Location & Consignee")

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clause of this document) and payment, as per “**Payment terms**” clause mentioned in this document, will be released from the MU/ PS Region/Divisions placing the order as per details enclosed below:

No.	Unit / Division	Address
1	CO(BHEL-Sadan)- Noida	BHEL Sadan Noida
2	PPPU- Thiruvayam	Tiruchi – 620014 (Tamilnadu)
3	HEP- Bhopal	Piplani, Bhopal – 462022 (MP)
4	ISG- Bengaluru	Malleswaram, Bangalore – 560012 (Karnataka)
5	EDN- Bengaluru	Mysore Road, Bangalore – 560026 (Karnataka)
6	HPEP- Hyderabad	RC Puram, Hyderabad – 502032 (AP)
7	HEEP- Haridwar	Ranipur, Haridwar – 249403 (Uttarakhand)
8	HPBP- Trichy	Tiruchi – 620014 (Tamilnadu)
9	BAP-Ranipet	Ranipet, Vellore – 632406 (Tamilnadu)
10	CFP-Rudrapur	Rudrapur, Udhampur Singh Nagar – 263153 (Uttaranchal)
11	SSBG-Noida	BHEL Sadan Noida
12	HERP-Varanasi	Tarna, Shivpur, Varanasi-221003
13	FSIP- Jagdishpur	Sultanpur Distt (UO) -227817
14	IVP- Goidwal	Goindwal, Amritsar – 143423 (Punjab)
15	SBD, Bangalore	Malleswaram, Bangalore – 560012 (Karnataka)
16	PSWR- Nagpur	Nagpur – 440001 (Maharashtra)
17	PSER- Kolkata	BHEL Bhavan, Salt Lake City, Kolkata, West Bengal

Documents (Three sets) to be submitted for claiming Quarterly Charges.

**5.1 In the First Quarter:**

- a) Copy of Agreement
- b) Copy of Insurance valid for at least 1 year.
- c) Copy of Installation Certificates signed by BHEL Coordinator.
- d) Original copy of Certificate signed by BHEL Coordinator certifying only non- availability /downtime figures for the quarter.
- e) Newness certificate of the equipment supplied from OEM.
- f) Tax payment proof.
- g) Invoice.

**5.2 Subsequent Quarters:**

- a) Original copy of Certificate signed by BHEL Coordinator certifying only non- availability/downtime figures for the quarter.
- b) Tax payment proof.
- c) Invoice.

**5.3 Annually:**

- a) Copy of Renewal of Insurance valid for the next one year.
- b) Declaration on Vendor's official letterhead for back-to-back support of items from the OEM of the product.

**5.4 In the Last Quarter:**

- a) The Terminal Invoice of Rs. 1 per order, upon intimation from respective unit/division to acquire the equipment of an order.

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b) The Invoice for the last quarter

Payment of the last quarter invoice shall be processed along with terminal invoice in such cases.

## 6.0 Checklist of Enclosures (for techno-commercial offer)

The bidder(s) shall enclose the following document in their techno-commercial offers. Any document, not mentioned in the table below but are mentioned in clauses in any section of the tender document (like GCC, TCC, etc.) shall also be enclosed in the techno-commercial offer.

Sl. No.	Annexures to be attached	Format attached as	Whether attached or not	Page No. in Bid document
1	Certificate of Incorporation of bidder (PQR)			
2	Authorization letter from OEMs of items (PQR)	Annexure-A		
3	Annual Turnover Format (PQR)	Annexure-B		
4	Presence Chart (PQR)	Annexure-C		
5	Copy of major orders received in last 7 years (PQR)	Annexure-D		
6	List of items (BOM)	Annexure-V		
7	Location-wise Requirement of Items	Annexure-VI		
8	Technical Compliance Sheet	Annexure-VII		
9	Certifications for Items	Annexure-VIII		
10	Rate Schedule Format (Unpriced)	Annexure-IX		
11	Non-disclosure Agreement (NDA)	Annexure-X		
12	Tripartite Agreement	Annexure-XI		
13	Other enclosures, as per different clauses of the tender document.			

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Sl no	Item Code	Item Description	Qty
1	NB01	Notebook - General	297
2	PC01	PC - General	3024
3	PC02	PC - General (With Integrated Camera and Microphone)	725
4	PC03	PC (All in One)	312
5	WS01	Graphics Workstation - Type-I	297
6	WS02	Work Station with additional RAM	150
7	WS03	Work Station with additional RAM, additional storage & additional graphics	51
8	PR01	LED Projector	53
9	UP01	Small UPS- 800 VA	4628
10	UP02	2KVA UPS	274
11	UP03	5KVA UPS	46
12	UP03H	2 X 5KVA UPS	1
13	UP04	10KVA Online UPS	14
14	UP04H	2 X 10KVA Online UPS	3
15	UP05	20KVA Online UPS	28
16	UP05H	2 X 20KVA Online UPS	1
17	UP06	40KVA Online UPS	1
18	UP06H	2 X 40KVA Online UPS	2
19	UP07H	2 X 60KVA Online UPS	4
20	MON01	Additional Monitor	179

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**Annexure-VI**

**Location-wise Requirement**

	Unit/ Division/ Regions	Contact Detail	NB 01	PC 01	PC 02	PC 03	WS 01	WS 02	WS 03	PR 01	UP 01	UP 02	UP 03	UP 03H	UP 04	UP 04H	UP 05	UP 05H	UP 06	UP 06	UP 07 H	MO N01
1	CO(BHEL- Sadan)- Noida/ Asiad	Navneet Gupta M:9999611265 E:ngupta@bhel.in	100	57	45	32		42	3	3	70					2	2				50	
2	PPPU- Thiruvayam	Deepu Thomas M: 9489202805 E: dthomas@bhel.in			15	6																
3	HEP- Bhopal	Pradeep M:9406903495 E:psb@bhel.in	0	1170	20	20	150	0	0	0	1810	0	0	0	0	0	1		1			
4	ISG- Bengaluru	Ajeet Kr Choudhary M: 9945440278 E: akc@bhel.in		12					3												40	
5	EDN- Bengaluru	Manuraj Ray Meena M: 7598605679 E- manuraj@bhel.in	16	6						3	2	35	30	2	1							
6	HPEP- Hyderabad	Sujit Kumar Maharana M: 9490167475 E: sujit@bhel.in	50	0	225	0	0	100	15	0	1831	191				1	1				59	
7	HEEP- Haridwar	Sougata Bhunia M: 9411122939 E: sougata@bhel.in	18	600		10	2		7	9	300	7										
8	HPBP- Trichy	A Anand M:9442236476 E:a.anand@bhel.in	108	1105	115	20	80	8	20	32	452	35	40				26			4	20	
9	BAP-Ranipet	A Mahesh M:9445564860 E:a.mahesh@bhel.in					40							4								
10	CFP-Rudrapur	Shyam Sundar Pal M: sspal@bhel.in E:sspal@bhel.in			17		20															
11	SSBG-Noida	Pradeep M:9811864171 E: pradeepksingh@bhel.in				4																
12	HERP- Varanasi	Abhishek Srivastava M: 9517211149			60		5			1		5										

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		E:abhishek.srivastava@bhel.in																	
13	FSIP- Jagdishpur	Madan Sharma M: 7760205601 E:msa@bhel.in	4	28	6	0	0	0	0	48	5	0	0	0	0				
14	IVP- Goidwal	Joydeep Saren M: 9888201353 E: jsaren@bhel.in	1	46	0	0	0	0	0	22	1	0	0	0	0				
15	SBD, Banglore	Shashi Kiran Jupaka M: 8500827287 E: jskiran@bhel.in		0	0	0	0	0	0	0	0	0	0	0	11	1			
P S W R	PSWR- Nagpur	Arnab Ghosh M: 9739924646 E: arnab.ghosh@bhel.in			10	100													1
	Patratu				50														
	Bhusawal				20														
	Talcher				20														
	Ramagundam STPP, FGD and ESP R&R				20														
	Korba FGD				5														
	Sipat FGD				10														
	Manuguru				15														
	Korba West				20						20								
	Koradi											20							
	Ukai				20							20							
	Bhilai FGD				10														
17	PSER Kolkata				22	10				3							1	1	2

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<b>P S E R</b>	PSER -NTPC Lara	Pradyut Panja M: 9433069122 E: pradyut@bhel.in				5																2
	PSER- NTPC Sipat					30				1												2
	PSER- DVC Koderma					30				1												2
	DVC PSER- Raghunathpu r					45				1												2
	<b>TOTAL</b>		<b>297</b>	<b>3024</b>	<b>725</b>	<b>312</b>	<b>297</b>	<b>150</b>	<b>51</b>	<b>53</b>	<b>4628</b>	<b>274</b>	<b>46</b>	<b>1</b>	<b>14</b>	<b>3</b>	<b>28</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>179</b>

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**Technical Specification**

Item Name		NOTBOOK GENERAL	Bidder's Compliance (Y/N)
Item Code		NB01	
S. No.	Parameters / Feature	Detailed Specifications	
1	Make & Model		
2	Processor	a) X-86 Architecture Based, 64-Bit Supported Microprocessor with minimum 8 cores and 12 Threads, base frequency of 1.7 Ghz or higher, turbo boost of 4.7Ghz or higher, 15W TDP (or lower.  b) The quoted model should be supplied with latest generation of processor, available with the hardware OEM, at the time of final bid submission. A self-declaration by the OEM on its letter head signed by the authorised signatory of the OEM to be submitted.	
3	Cache	12MB Cache or Higher	
4	Chipset	Newest Matching Chipset for the quoted Processor	
5	Graphics	On-board Graphics feature compatible with supplied OS	
6	Memory	Minimum 16 GB DDR5 RAM 4800 MT/s SDRAM upgradeable to 32 GB.	
7	HDD	1 TB PCIe NVMe Gen4 SSD M.2 Hard Drive or higher	
8	Screen	13" - 14" (both included) Full HD anti-glare LED back lit Screen	
9	Keys	Spill proof/Resistant, backlit keyboard with full size keys.	
10	Pointer Device	Multi-touch Touchpad or better	
11	Mouse	OEM USB Optical Travel Mouse	
12	Audio	Integrated High definition audio with integrated Stereo speakers and volume control (Hardware/Software). Single audio jack (single pin) for connecting ear phones and mic	
13	Webcam	Built-In Full HD Webcam with Built-In Noise Cancellation Microphone	
14	Ethernet	Integrated 100/1000 Mbps port	
15	Wireless & Bluetooth	Integrated Wi-Fi 6, supporting industry standard IEEE 802.11ax + Bluetooth 5.0 or higher	

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16	Ports	Minimum 2 x USB 3.1 Ports, 1 x Type C, Stereo headphone/ microphone combo jack, 1 x HDMI Port. 1 x RJ - 45	
17	Battery	Minimum 3-cell battery capable of providing 6 hours or more backup in standard business environment, ACPI Compliant.	
18	Power Adapter	OEM AC Adaptor suitable for 230V supply	
19	Software	(a) Should come pre-installed with Windows 11 Professional Edition or latest version with 64bit latest service pack.  (b) The latest system drivers should be available on OEM's website for the entire contract period.	
20	Security	(a) Should come with chassis security slot  (b) Should come with latest TPM Security Hardware  (c) Offered Product should have mechanisms or tools in place to offer BIOS Security features like BIOS password protection.	
21	Chassis	Business series chassis (MIL-STD-810G or latest compliant)	
22	Carry Bag	OEM carry bag to be supplied.	
23	Weight	Less than 1.6 kg (inclusive of battery)	
24	Certification  Note: For (e), (f) & (g), self-certification from OEM will be acceptable.	(a) OS Certification from Microsoft  (b) For OEM: ISO 9001 (Latest version)  (c) Latest version of IEC-60950-1 / IS 13252 / UL-60950  (d) BEE latest rating/ Energy Star 8.0 compliant or higher  (e) ERTL / FCC - EMC class B*  (f) RoHS compliant*  (g) ACPI Compliant*	
25	Warranty	OEM warranty including battery (labour, parts, on-site) for the entire contract period	
26	BHEL Logo in BIOS	Aspect ratio of BHEL logo shall be maintained. BHEL Logo picture shall be shared from BHEL side as and when required by OEM	

Item Name	PC GENERAL
Item Code	PC01

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S. No.	Parameters / Feature	Detailed Specifications	Bidder's Compliance (Y/N)
1	Make & Model		
2	Processor	(a) X-86 Architecture Based Microprocessor with minimum 6 Cores and 12 Threads, Turbo frequency /Max Boost Clock 5 GHz or higher, 65W TDP (or lower).	
		b) The quoted model should be supplied with latest generation of processor, available with the hardware OEM, at the time of final bid submission. A self-declaration by the OEM on its letter head signed by the authorised signatory of the OEM to be submitted.	
3	Motherboard	OEM motherboard with OEM Logo (No sticker)	
4	Chipset	Newest Compatible Chipset for the quoted Processor	
5	RAM	16 GB DDR5 4800 MT/s or higher Memory with support up to 32GB on 2 DIMM slots or higher	
6	HDD	a) Min. 256GB PCIe NVMe Gen4 SSD M.2 for OS partition	
		b) Min. 1 TB NVMe Gen4 SSD M.2 with SMART (Self-Monitoring, Analysis and Reporting Technology)	
7	Monitor	OEM make 21" or higher with inbuild speakers (Min. 2WX2), Adjustable stand (height & Tilt), 16:9 aspect ratio, TCO 9.0 & Energy Star 8.0 compliant. The monitor should have internal power supply.	
8	Graphics	latest On-board Graphics feature	
9	Keyboard	Minimum 104 keys (Same make as PC)	
10	Mouse	2/3 Button Optical Scroll Mouse (Same make as PC)	
11	Audio	Single audio jack (single pin) for connecting ear phones and mic.	
12	Ethernet	Integrated (on-board) 100/1000Mbps RJ45 port with WOL, PXE (or equivalent).	
14	PCI Slots	Minimum 2 PCI-E slots	

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15	Ports	Total 8 USB ports - minimum 2 USB 3.0 and minimum 2 USB 2.0 or better, 1 Type-C Port, a headphone output and a microphone jack, RJ-45 network interface and 3.5mm audio in/out jacks or combo jack, minimum 2 distinct ports VGA /HDMI /DP	
16	Form Factor	Small Form Factor / Micro Tower Form Factor	
17	Software	a) Should come pre-installed with 64-bit Windows 11 Professional Edition with latest service pack.	
		(b) Each desktop should have Restore CD or DVD / Recovery partition.	
		(c) The latest system drivers should be available on OEM's website for the entire contract period.	
18	Diagnostic Tool / Software	Should come with OEM's Diagnostic tool for hardware diagnostics	
19	Security	(a) Removable media boot control,	
		(b) USB Interface Control	
		(c) Power-On Password, Setup Password,	
		(d) Should come with latest TPM Security.	
20	Certification  Note: For (d), self-certification from OEM will be acceptable.	(a) OS Certification from Microsoft	
		(b) For OEM: ISO 9001 (Latest version)	
		(c) BEE latest rating/ Energy Star 8.0 or higher compliant.	
		(d) RoHS compliant*	
21	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period	
22	BHEL Logo in BIOS	Aspect ratio of BHEL logo shall be maintained. BHEL Logo picture shall be shared from BHEL side as and when required by OEM	
23	CPU Box	The power button shall have an LED indicator to show power status. It must be clearly visible and easily accessible on the front or top of the chassis.	

<b>Item Name</b>		<b>PC - General (With Integrated Camera and Microphone)</b>	<b>Bidder's Compliance (Y/N)</b>	
<b>Item Code</b>		<b>PC02</b>		
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>		
1	Make & Model			
2	Processor	(a) X-86 Architecture Based Microprocessor with minimum 6 Cores and 12 Threads, Turbo frequency /Max Boost Clock 5GHz or higher. 65W TDP (or lower). b) The quoted model should be supplied with latest generation of processor, available with the hardware OEM, at the time of final bid submission. A self-declaration by the OEM on its letter head signed by the authorised signatory of the OEM to be submitted.		
3	Motherboard	OEM motherboard with OEM Logo (No sticker)		
4	Chipset	Newest Compatible Chipset for the quoted Processor		
5	RAM	16 GB DDR5 4800 MT/s or higher Memory with support up to 64GB on 2 DIMM slots or higher		
6	HDD	a) Min. 256GB PCIe NVMe Gen4 SSD M.2 for OS partition b) Min. 1 TB NVMe Gen4 SSD M.2 with SMART (Self-Monitoring, Analysis and Reporting Technology)		
7	Monitor	Make: OEM make. Size: 23" or higher with Adjustable stand (height, tilt & swivel) with inbuild speakers (Min. 2WX2) Aspect Ratio: 16:9 Resolution: Full HD 1920x1080 at 60 HZ. Pixel Pitch: 0.27mm or better Brightness: 250 cd/m2 or higher Ports: Min. 1 HDMI Port, 1 DisplayPort Colour gamut (typical): 70% or higher Contrast ratio (typical): 1000:1 (typical) or higher Viewing angle (typical) (vertical/horizontal): 170°/170° or higher Response time (typical): 15 MS or lower Backlight: LED Ports: Minimum 1HDMI, 1 Display Port Certifications: TCO 8.0 & Energy Star 8.0 compliant.		

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8	Webcam and Microphone	Full HD Webcam (Minimum 5 MP) and microphone, both integrated with monitor.	
9	Graphics	latest On-board Graphics feature	
10	Keyboard	Minimum 104 keys (Same make as PC)	
11	Mouse	2/3 Button Optical Scroll Mouse (Same make as PC)	
13	Ethernet	Integrated (on-board) 100/1000Mbps RJ45 port with WOL, PXE (or equivalent).	
15	PCI Slots	Minimum 2 PCI-E slots	
16	Ports	Total 8 USB ports - minimum 2 USB 3.0 and minimum 2 USB 2.0 or better, a headphone output and a microphone jack, RJ-45 network interface and 3.5mm audio in/out jacks or combo jack, minimum 2 distinct ports VGA /HDMI /DP	
17	Form Factor	Small Form Factor / Micro Tower Form Factor	
18	Software	<p>a) Should come pre-installed with 64-bit Windows 11 Professional Edition with latest service pack.</p> <p>(b) Each desktop should have Restore CD or DVD / Recovery partition.</p> <p>(c) The latest system drivers should be available on OEM's website for the entire contract period.</p>	
19	Diagnostic Tool / Software	Should come with OEM's Diagnostic tool for hardware diagnostics	
20	Security	<p>(a) Removable media boot control,</p> <p>(b) USB Interface Control,</p> <p>(c) Power-On Password, Setup Password,</p> <p>(d) Should come with latest TPM Security.</p>	
21	Certification  Note: For (d), self-certification from OEM will be acceptable.	<p>(a) OS Certification from Microsoft</p> <p>(b) For OEM: ISO 9001 (Latest version)</p> <p>(c) BEE latest rating/ Energy Star 8.0 or higher compliant.</p> <p>(d) RoHS compliant*</p>	
22	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period	
23	BHEL Logo in BIOS	Aspect ratio of BHEL logo shall be maintained. BHEL Logo picture shall be shared from BHEL side as and when required by OEM	
24	CPU Box	The power button shall have an LED indicator to show power status. It must be clearly visible and easily accessible on the front or top of the chassis.	

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Tender Enq. No.: 9472600004 / 02.02.2026

Item Name		PC ALL IN ONE	Bidder's Compliance (Y/N)
Item Code		PC03	
S. No.	Parameters / Feature	Detailed Specifications	
1	Make & Model		
2	Processor	(a) X-86 Architecture Based Microprocessor with minimum 6 Cores and 12 Threads, Turbo frequency /Max Boost Clock 5 GHz or higher. 65W TDP (or lower).  b) The quoted model should be supplied with latest generation of processor, available with the hardware OEM, at the time of final bid submission. A self-declaration by the OEM on its letter head signed by the authorised signatory of the OEM to be submitted.	
3	Motherboard	OEM motherboard with OEM Logo (No sticker)	
4	Chipset	Newest Compatible Chipset for the quoted Processor	
5	RAM	16 GB DDR5 4800 MT/s or higher Memory with support up to 32GB on 2 DIMM slots or higher	
6	HDD	Min. 256 GB PCIe NVMe SSD Gen4 M.2 Hard Drive or higher  b) Min. 1 TB NVMe Gen4 SSD M.2 with SMART (Self-Monitoring, Analysis and Reporting Technology)	
7	Display	OEM make 23" or higher with Adjustable stand (height, tilt & swivel) with inbuild speakers (Min. 2WX2), 16:9 aspect ratio, TCO 8.0 & Energy Star 8.0 compliant	
8	Graphics	latest On-board Graphics feature	
9	Keyboard	Minimum 104 keys (Same make as PC)	
10	Mouse	2/3 Button Optical Scroll Mouse (Same make as PC)	
11	Audio	Single audio jack (single pin) for connecting ear phones and mic	
12	Network connectivity	Integrated (on-board) 100/1000Mbps RJ45 port with WOL, PXE (or equivalent).	

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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14	Ports	Minimum 4 USB ports, 1 Type C port, and 1x 3.5mm audio in/out jack or combo jack, minimum 1 port VGA/HDMI /DP	
15	Software	a) Should come pre-installed with 64-bit Windows 11 Professional Edition with latest service pack.	
		(b) Each desktop should have Restore CD or DVD / Recovery partition.	
		(c) The latest system drivers should be available on OEM's website for the entire contract period.	
16	Form Factor	All in one	
17	Diagnostic Tool / Software	Should come with OEM's Diagnostic tool for hardware diagnostics	
18	Security	(a) Removable media boot control	
		(b) USB Interface Control,	
		(c) Power-On Password, Setup Password	
		(d) Should come with latest TPM Security.	
19	Webcam and Microphone	Integrated Full HD Webcam (Minimum 5 MP) and Microphone	
20	Certification  Note: For (d), self-certification from OEM will be acceptable.	(a) OS Certification from Microsoft	
		(b) For OEM: ISO 9001 (Latest version)	
		(c) BEE latest rating/ Energy Star 8.0 or higher compliant.	
		(d) RoHS compliant*	
21	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period	
22	BHEL Logo in BIOS	Aspect ratio of BHEL logo shall be maintained. BHEL Logo picture shall be shared from BHEL side as and when required by OEM	
23	CPU Box	The power button shall have an LED indicator to show power status. It must be clearly visible and easily accessible on the front or top of the chassis.	

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Item Name		ENGINEERING PC (Graphics Work Station)	Bidder's Compliance (Y/N)
Item Code		WS01	
S. No.	Parameters / Feature	Detailed Specifications	
1	Make & Model		
2	Processor	a) x86 Multicore processors with 14 Cores and 20 Threads or higher, cache more than 24MB. Supporting documents for the processor specification to be enclosed.	
		b) The quoted model should be supplied with latest generation of processor, available with the hardware OEM, at the time of final bid submission. A self-declaration by the OEM on its letter head signed by the authorised signatory of the OEM to be submitted.	
3	Chipset	Newest Matching Chipset for the quoted Processor	
4	RAM	32GB DDR5 4800MT/s or Higher & supported up to 128GB	
5	HDD	(a) 1 X 256 GB PCIe NVMe SSD M.2 Hard Drive or higher	
		b) Min. 1 TB NVMe Gen4 SSD M.2 with SMART (Self-Monitoring, Analysis and Reporting Technology)	
6	Graphic card	4 GB Graphics Card (NVIDIA / AMD Professional series graphic card). Alongwith graphics card, HDMI/DP adapters (MDP to HDMI/MDP to DP) to be provided.	
7	Monitor	OEM make 23 inch or higher, Adjustable stand (height, tilt & swivel) with inbuild speakers (Min. 2WX2), Full HD 1920x1080 at 60 HZ, 16:9 aspect ratio, TCO 8.0 & Energy Star 8.0 compliant.	
8	Keyboard	Minimum 104 keys (Same make as PC)	
9	Mouse	2/3 Button Optical Scroll Mouse (Same make as PC)	
10	Audio	Single audio jack (single pin) for connecting ear phones and mic.	
11	N/W Connectivity	Integrated (on-board) 100/1000Mbps RJ45 port with WOL, PXE (or equivalent).	
12	PCI Slots	Min. 2 PCIe Slots	
13	Ports	Min. 6 USB ports (atleast 3 USB 3.0 ports, and atleast 2 USB ports should in Front), 1 C type port, a headphone output and a microphone jack & atleast 1 HDMI port.	
14	Software	a) Should come pre-installed with 64-bit Windows 11 Professional Edition or latest version with latest service pack.	
		(b) Each desktop should have Restore / Recovery partition	
		(c) The latest system drivers should be available on OEM's website for the entire contract period.	
15	Form Factor	Small Form Factor / Micro/ Mini Tower Form Factor (Max. height 45cm)	

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16	Diagnostic Tool / Software	Diagnostic tool for hardware diagnostics	
17	Security	(a) Removable media boot control,	
		(b) USB Interface Control,	
		(c) Power-On Password, Setup Password,	
		(d) Should come with integrated Trusted Platform Module latest TPM Security.	
18	Certification  Note: For (d), self-certification from OEM will be acceptable.	(a) OS Certification from Microsoft	
		(b) For OEM: ISO 9001 (Latest version)	
		(c) BEE latest rating/ Energy Star 8.0 or higher compliant.	
		(d) RoHS compliant*	
19	Warranty	OEM warranty (labour, parts, on-site) for the entire contract period.	
20	BHEL Logo in BIOS	Aspect ratio of BHEL logo shall be maintained. BHEL Logo picture shall be shared from BHEL side as and when required by OEM	
21	CPU Box	The power button shall have an LED indicator to show power status. It must be clearly visible and easily accessible on the front or top of the chassis.	

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Tender Enq. No.: 9472600004 / 02.02.2026

Item Name		Work Station with additional RAM	Bidder's Compliance (Y/N)
Item Code		WS02	
S. No.	Parameters / Feature	Detailed Specifications	
1	Make & Model		
2	Brief Specification	2x32 GB DDR5 4800 MT/s, ECC or higher expandable to 128 GB (Rest all specifications same as WS01)	

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Tender Enq. No.: 9472600004 / 02.02.2026

<b>Item Name</b>		<b>Work Station with additional RAM, additional storage &amp; additional graphics</b>	<b>Bidder's Compliance (Y/N)</b>
<b>Item Code</b>		<b>WS03</b>	
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	
1	Make & Model		
2	Brief Specification	RAM: 128 GB DDR5 Memory, 4400 MHz, ECC or higher in equal denomination of 32 GB or 64 GB.	
		HDD:	
		a) 1 No 512 GB PCIe NVMe SSD M.2 Hard Drive or higher	
		b) 2 X 1TB PCIe NVMe SSD M.2 Hard Drive or higher	
		c) Should support RAID 1,0	
		Graphics Card: 8 GB Graphics Card (NVIDIA Quadro or AMD Radeon)	
Rest all specifications same as WS01			

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Tender Enq. No.: 9472600004 / 02.02.2026

<b>Item Name</b>		<b>LCD Projector</b>	<b>Bidder's Compliance (Y/N)</b>
<b>Item Code</b>		<b>PR01</b>	
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	
1	Make & Model		
2	Brief Specification	<p>4400 Ansi Lumens, WXGA, 3 LCD projector, HDMI X 1, VGA X 2, Video IN X 1, RS232 X 1, LAN X 1, USB A X 1, USB B X 1, Monitor OUT X 1(shared with VGA 2), USB Viewer, USB Display, wireless ready.</p> <p>Standard Accessory: Power Cord, Remote Control, HDMI 2.0 15mtrs cable, Ceiling Mount kit.</p> <p>Warranty: Comprehensive OEM warranty for the entire contract period.</p>	

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Tender Enq. No.: 9472600004 / 02.02.2026

Item Name		Small UPS- 800 VA	Bidder's Compliance (Y/N)
Item Code		UP01	
S.No.	Parameter / Feature	Detailed Specifications	
1	Make & Model		
2	Rating	800 VA or above	
3	Technology	Line-Interactive	
4	Nominal Input Voltage	230V single phase	
5	Input Voltage Range	160V AC to 275V AC	
6	Input Frequency	50 Hz +/- 3 Hz	
7	Nominal Output Voltage	230V AC +/- 5%	
8	Output Frequency	50 Hz +/- 1 Hz	
9	Output power capacity	Min. 560 watts. Power Factor 0.7 or higher	
10	Automatic Voltage Regulation	Automatic Voltage Regulation to be provided	
11	Transfer time	< 6ms	
12	Protection	Surge, brownout, sag, short circuit, etc protection required.	
13	Battery Type	Sealed, Maintenance-free, Internally mounted.	
14	Battery make	Panasonic / Rocket /CSB/Global / Yuasa / Amaraja(Quanta) / EXIDE / LEOCH/ UPS OEM Make	
15	Backup	Min. 20 minutes on full load	
16	Power Management Software	The UPS should have Power Management Software to view & monitor UPS status, backup time & shutdown	
17	Compliance	Latest Version of IEC/EN 62040 or BIS Standard or Equivalent	
18	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	

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Item Name		2KVA UPS	Bidder's Compliance (Y/N)
Item Code		UP02	
S.No	Parameter / Feature	Detailed Specifications	
1	Make & Model		
2	Rating	2KVA	
3	Technology	Line Interactive	
4	Nominal Input Voltage	230V single phase	
5	Input Voltage Tolerance	170V to 275V	
6	Input Frequency	50 Hz +/- 1 Hz	
7	Nominal Output Voltage	230 V AC +/- 5%	
8	Output Frequency	50 Hz +/- 1 Hz	
9	Output power factor	0.7 or higher	
10	Automatic Voltage Regulation	Required	
11	EMI/RFI Protection	Required	
12	Overall Efficiency	>70%	
13	Overload capability	110% for 1 minutes;	
14	Indicators	LCD/LED Display (on mains, on battery, replace battery, overload, etc), Input & output voltage, frequency, battery voltage	
15	Cold start	Required	
16	Battery Type	Sealed, Maintenance-free, Internally mounted or with proper enclosure	
17	Battery Make	Panasonic / Rocket /CSB/Global Yuasa/Amaraja(Quanta)/EXIDE/UPS OEM Make	
18	Backup	Min. 30 minutes on full load	
19	Certifications	Latest Version of IEC/EN 62040 or BIS Standard or Equivalent	
20	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	

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<b>Item Name</b>		<b>5KVA UPS</b>	<b>Bidder's Compliance (Y/N)</b>
<b>Item Code</b>		<b>UP03</b>	
<b>S.No.</b>	<b>Parameter / Feature</b>	<b>Detailed Specifications</b>	
1	Make & Model		
2	Rating	5KVA	
3	Technology	True Online, Double Conversion with PWM Technology & IGBT based Inverter	
4	Nominal Input Voltage	230V single phase	
5	Input Voltage Range	160V AC to 275V AC	
6	Input Frequency	50 Hz +/- 3 Hz	
7	Input Power Factor	> 0.9	
8	Nominal Output Voltage	230 Vac +/- 2%	
9	Output Frequency	50 Hz +/- 1 Hz	
10	Output power factor	0.8 or higher	
11	Overall efficiency	> 85%	
12	Overload capability	110% for 10 minutes	
13	THD at 100% non-linear load	<5.5%	
14	Battery Type	Sealed, maintenance-free	
15	Battery Make	Panasonic / Rocket / CSB / Global Yuasa / Amaraja (Quanta) / EXIDE/ UPS OEM Make	
16	Desired Backup	Min. 60 minutes backup on full load	
17	Cold Start	Cold start on 100% load	
18	Communication Port	RS232 or USB port & necessary communication cables to be provided	
19	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN	

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Tender Enq. No.: 9472600004 / 02.02.2026

20	Power Management Software	The UPS must have Power Management Software to view & monitor UPS status, backup time & shutdown	
21	Compliance	Latest Version of IEC/EN 62040 or BIS Standard or Equivalent	
22	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	
23	Indicators	LCD/LED Display (on mains, on battery, replace battery, overload, etc), Input & output voltage, frequency, battery voltage	

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Item Name		2 X 5KVA UPS	Bidder's Compliance (Y/N)
Item Code		UP03H	
S.No.	Parameter / Feature	Detailed Specifications	
1	Make & Model		
2	Rating	2 X 5KVA	
3	Technology	True Online, Double Conversion with PWM Technology & IGBT based Inverter	
4	System Configuration	2x5 KVA Online UPS in parallel redundant equal load sharing Mode. One UPS should be capable of taking 100% load instantaneously in case other UPS fails. The parallel redundancy equal load sharing feature should be an inbuilt feature of the UPS, and should not be provided through some external parallel redundancy kit.	
5	Nominal Input Voltage	230V single phase	
6	Input Voltage Range	160V AC to 275V AC	
7	Input Frequency	50 Hz +/- 3 Hz	
8	Input Power Factor	> 0.9	
9	Nominal Output Voltage	230 Vac +/- 2%	
10	Output Frequency	50 Hz +/- 1 Hz	
11	Output power factor	0.8 or higher	
12	Overall efficiency	> 85%	
13	Overload capability	110% for 10 minutes	
14	THD at 100% non-linear load	<5.5%	
15	Battery Type	Sealed, maintenance-free	
16	Battery Make	Panasonic / Rocket / CSB / Global Yuasa / Amaraja (Quanta) / EXIDE/ UPS OEM Make	
17	Desired Backup	Min. 60 minutes backup on full load	
18	Cold Start	Cold start on 100% load	
19	Communication Port	RS232 or USB port & necessary communication cables to be provided	

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20	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN	
21	Power Management Software	The UPS must have Power Management Software to view & monitor UPS status, backup time & shutdown	
22	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
23	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	
24	Indicators	LCD/LED Display (on mains, on battery, replace battery, overload, etc), Input & output voltage, frequency, battery voltage	

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<b>Item Name</b>		<b>10KVA Online UPS</b>	
<b>Item Code</b>		<b>UP04</b>	
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	<b>Bidder's Compliance (Y/N)</b>
1	Make & Model		
2	System Configuration	10 KVA	
3	Technology	True Online, Double Conversion with PWM Technology & IGBT based Inverter	
4	Input Source	Mains/Local DG Set Compatibility	
5	Input Voltage	415V AC 3 phase, 4 wires	
6	Input Voltage Tolerance	± 15%	
7	Input Frequency	50 Hz	
8	Input Frequency Tolerance	45 HZ TO 55 HZ	
9	Input Power factor at nominal voltage and full load	>0.9	
10	Total Harmonic Distortion at 100% Non-Linear Load	< 5.5%	
11	Output Voltage	230 Volts Single Phase	
12	Output Voltage Regulation	± 1% - For 100% static load. THDU <3% between phase to neutral for 100% nonlinear load	
13	Output Power Factor	0.8 or higher	
14	Over Load Rating	110% for 10 minutes, 125% for 1 minutes,	
15	Inverter Efficiency	> 89%	
16	Overall efficiency	> 85%	
17	Static Bypass switch	A Built-in static transfer switch shall be provided as an integral part of the UPS. The Static switch shall be a bi-directional naturally committed high-speed static (SCR type) device rated to carry full load current continuously.	
18	Manual Bypass switch	The UPS should have a Built-in Maintenance Bypass Isolator to directly connect the load to the input AC power source, bypassing the rectifier, inverter and static transfer switch.	
19	Battery type	Sealed Maintenance Free with a separate Battery Rack	

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20	Battery make	Panasonic / Rocket Global Yuasa / CSB/ Amaraja (Quanta) / EXIDE/ UPS OEM Make	
21	Backup	Min. 60 minutes backup on full load	
22	Battery management	The UPS should have Battery Management feature for:  Periodic Battery Test Controlling Charging Time and Current Increase in Battery Life Protection: Battery low Cut-off without draining current	
23	LCD Panel	The UPS should have LCD/LED panel for measuring Output voltages, Output currents and Frequency, Battery Voltage and charging / discharging current, display status of the battery capacity and backup time left and event logging.	
24	RS232 interface	RS232 or USB port & necessary communication cables to be provided	
25	Power Software Management	The UPS should have Power management software and interface cable, providing complete power monitoring and control capabilities to system administrators. It should Safely shutdown & restart multiple Windows & Linux clients over LAN, analyse power conditions with voltage logging, should support Linux & Windows 10, Windows 2012 or later, operating systems.	
26	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN.	
27	Synchronization	The UPS should come with hardware / software required for Synchronization between the outputs of two or more such independent UPS systems.	
28	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
29	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	

Place / स्थान:

Date / दिनांक:

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<b>Item Name</b>		<b>2 X 10KVA Online UPS</b>	
<b>Item Code</b>		<b>UP04H</b>	<b>Bidder's Compliance (Y/N)</b>
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	
1	Make & Model		
2	System Configuration	10 KVA	
2	System Configuration	2x10 KVA Online UPS in parallel redundant equal load sharing Mode. One UPS should be capable of taking 100% load instantaneously in case other UPS fails. The parallel redundancy equal load sharing feature should be an inbuilt feature of the UPS, and should not be provided through some external parallel redundancy kit.	
3	Technology	True Online, Double Conversion with PWM Technology & IGBT based Inverter	
4	Input Source	Mains/Local DG Set Compatibility	
5	Input Voltage	415V AC 3 phase, 4 wires	
6	Input Voltage Tolerance	± 15%	
7	Input Frequency	50 Hz	
8	Input Frequency Tolerance	45 HZ TO 55 HZ	
9	Input Power factor at nominal voltage and full load	>0.9	
10	Total Harmonic Distortion at 100% Non-linear Load	< 5.5%	
11	Output Voltage	230 Volts Single Phase	
12	Output Voltage Regulation	± 1.5% - For 100% static load. THDU <3% between phase to neutral for 100% nonlinear load	
13	Output Power Factor	0.8 or higher	
14	Over Load Rating	110% for 10 minutes, 125% for 1 minutes,	
15	Inverter Efficiency	> 89%	
16	Overall efficiency	> 85%	
17	Static Bypass switch	A Built-in static transfer switch shall be provided as an integral part of the UPS. The Static switch shall be a bi-directional naturally committed high-speed static (SCR type) device rated to carry full load current continuously.	
18	Manual Bypass switch	The UPS should have a Built-in Maintenance Bypass Isolator to directly connect the load to the input AC power source, bypassing the rectifier, inverter and static transfer switch.	

Place / स्थान:

Date / दिनांक:

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19	Battery type	Sealed Maintenance Free with a separate Battery Rack	
20	Battery make	Panasonic / Rocket /CSB/Global Yuasa / Amaraja (Quanta)/EXIDE/UPS OEM Make	
21	Backup	Min. 60 minutes backup on full load	
22	Battery management	The UPS should have Battery Management feature for: Periodic Battery Test Controlling Charging Time and Current Increase in Battery Life Protection: Battery low Cut-off without draining current	
23	LCD Panel	The UPS should have LCD/LED panel for measuring Output voltages, Output currents and Frequency, Battery Voltage and charging / discharging current, display status of the battery capacity and backup time left and event logging.	
24	RS232 interface	RS232 or USB port & necessary communication cables to be provided	
25	Power Management Software	The UPS should have Power management software and interface cable, providing complete power monitoring and control capabilities to system administrators. It should Safely shutdown & restart multiple Windows & Linux clients over LAN, analyse power conditions with voltage logging, should support Linux & Windows 10, Windows 2012 or later, operating systems.	
26	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN.	
27	Synchronization	The UPS should come with hardware / software required for Synchronization between the outputs of two or more such independent UPS systems.	
28	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
29	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	

Place / स्थान:

Date / दिनांक:

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<b>Item Name</b>		<b>20KVA Online UPS</b>	
<b>Item Code</b>		<b>UP05</b>	
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	
1	Make & Model		
2	System Configuration	20 KVA	
3	Technology	True Online, DSP (Digital Signal Processor) / Microprocessor based control, Double Conversion with PWM Technology & IGBT based Inverter	
4	Input Source	Mains/Local DG Set Compatibility	
5	Input Voltage	415V AC 3 phase, 4 wires	
6	Input Voltage Tolerance	± 15%	
7	Input Frequency	50 Hz	
8	Input Frequency Tolerance	45 HZ TO 55 HZ	
9	Input Power factor at nominal voltage and full load	>0.9	
10	Total Harmonic Distortion at 100% Non-Linear Load	< 5.5%	
11	Output Voltage	230 Volts Single Phase	
12	Output Voltage Regulation	± 1% - For 100% static load. THDU <3% between phase to neutral for 100% nonlinear load	
13	Output Power Factor	0.8 or higher	
14	Over Load Rating	110% for 10 minutes, 125% for 1 minutes,	
15	Inverter Efficiency	> 89%	
16	Overall efficiency	> 85%	
17	Static Bypass switch	A Built-in static transfer switch shall be provided as an integral part of the UPS. The Static switch shall be a bi-directional naturally committed high-speed static (SCR type) device rated to carry full load current continuously.	
18	Manual Bypass switch	The UPS should have a Built-in Maintenance Bypass Isolator to directly connect the load to the input AC power source, bypassing the rectifier, inverter and static transfer switch.	

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

Tender Enq. No.: 9472600004 / 02.02.2026

19	Battery type	Sealed Maintenance Free with a separate Battery Rack	
20	Battery make	Panasonic / Rocket Global Yuasa / CSB/ Amaraja (Quanta) / EXIDE/UPS OEM Make	
21	Backup	Min. 60 minutes backup on full load	
22	Battery management	The UPS should have Battery Management feature for: Periodic Battery Test Controlling Charging Time and Current Increase in Battery Life Protection: Battery low Cut-off without draining current	
23	LCD Panel	The UPS should have LCD/LED panel for measuring Output voltages, Output currents and Frequency, Battery Voltage and charging / discharging current, display status of the battery capacity and backup time left and event logging.	
24	RS232 interface	RS232 or USB port & necessary communication cables to be provided	
25	Power Management Software	The UPS should have Power management software and interface cable, providing complete power monitoring and control capabilities to system administrators. It should Safely shutdown & restart multiple Windows & Linux clients over LAN, analyse power conditions with voltage logging, should support Linux & Windows 10, Windows 2012 or later, operating systems.	
26	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN.	
27	Synchronization	The UPS should come with hardware / software required for Synchronization between the outputs of two or more such independent UPS systems.	
28	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
29	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	
30	Audible Alarms	Mains Failure / Battery Low Alarm / UPS Overload / Fault / Shutdown	

Place / स्थान:

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<b>Item Name</b>		<b>2 X 20KVA Online UPS</b>	
<b>Item Code</b>		<b>UP05H</b>	
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	<b>Bidder's Compliance (Y/N)</b>
1	Make & Model		
2	System Configuration	20 KVA	
2	System Configuration	2x20 KVA Online UPS in parallel redundant equal load sharing Mode. One UPS should be capable of taking 100% load instantaneously in case other UPS fails. The parallel redundancy equal load sharing feature should be an inbuilt feature of the UPS, and should not be provided through some external parallel redundancy kit.	
3	Technology	True Online, DSP (Digital Signal Processor) / Microprocessor based control, Double Conversion with PWM Technology & IGBT based Inverter	
4	Input Source	Mains/Local DG Set Compatibility	
5	Input Voltage	415V AC 3 phase, 4 wires	
6	Input Voltage Tolerance	± 15%	
7	Input Frequency	50 Hz	
8	Input Frequency Tolerance	45 HZ TO 55 HZ	
9	Input Power factor at nominal voltage and full load	>0.9	
10	Total Harmonic Distortion at 100% Non-linear Load	< 5.5%	
11	Output Voltage	230 Volts Single Phase	
12	Output Voltage Regulation	± 1.5% - For 100% static load. THDU <3% between phase to neutral for 100% nonlinear load	
13	Output Power Factor	0.8 or higher	
14	Over Load Rating	110% for 10 minutes, 125% for 1 minutes,	
15	Inverter Efficiency	> 89%	
16	Overall efficiency	> 85%	
17	Static Bypass switch	A Built-in static transfer switch shall be provided as an integral part of the UPS. The Static switch shall be a bi-directional naturally committed high-speed static (SCR type) device rated to carry full load current continuously.	
18	Manual Bypass switch	The UPS should have a Built-in Maintenance Bypass Isolator to directly connect the load to the input AC power source, bypassing the rectifier, inverter and static transfer switch.	

Place / स्थान:

Date / दिनांक:

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19	Battery type	Sealed Maintenance Free with a separate Battery Rack	
20	Battery make	Panasonic / Rocket /CSB/Global Yuasa / Amaraja (Quanta)/EXIDE/UPS OEM Make	
21	Backup	Min. 60 minutes backup on full load	
22	Battery management	The UPS should have Battery Management feature for: Periodic Battery Test Controlling Charging Time and Current Increase in Battery Life Protection: Battery low Cut-off without draining current	
23	LCD Panel	The UPS should have LCD/LED panel for measuring Output voltages, Output currents and Frequency, Battery Voltage and charging / discharging current, display status of the battery capacity and backup time left and event logging.	
24	RS232 interface	RS232 or USB port & necessary communication cables to be provided	
25	Power Management Software	The UPS should have Power management software and interface cable, providing complete power monitoring and control capabilities to system administrators. It should Safely shutdown & restart multiple Windows & Linux clients over LAN, analyse power conditions with voltage logging, should support Linux & Windows 10, Windows 2012 or later, operating systems.	
26	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN.	
27	Synchronization	The UPS should come with hardware / software required for Synchronization between the outputs of two or more such independent UPS systems.	
28	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
29	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	
30	Audible Alarms	Mains Failure / Battery Low Alarm / UPS Overload / Fault / Shutdown	

<b>Item Name</b>		<b>40KVA Online UPS</b>	
<b>Item Code</b>		<b>UP06</b>	
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	<b>Bidder's Compliance (Y/N)</b>
1	Make & Model		
2	System Configuration	40 KVA	
3	Technology	True Online, DSP (Digital Signal Processor) / Microprocessor based control, Double Conversion with PWM Technology & IGBT based Inverter	
4	Input Source	Mains/Local DG Set Compatibility	
5	Input Voltage	415V AC 3 phase, 4 wires	
6	Input Voltage Tolerance	± 15%	
7	Input Frequency	50 Hz	
8	Input Frequency Tolerance	45 HZ TO 55 HZ	
9	Input Power factor at nominal voltage and full load	>0.9	
10	Total Harmonic Distortion at 100% Non-Linear Load	< 5.5%	
11	Output Voltage	230 Volts Single Phase	
12	Output Voltage Regulation	± 1% - For 100% static load. THDU <3% between phase to neutral for 100% nonlinear load	
13	Output Power Factor	0.8 or higher	
14	Over Load Rating	110% for 10 minutes, 125% for 1 minutes,	
15	Inverter Efficiency	> 89%	
16	Overall efficiency	> 85%	
17	Static Bypass switch	A Built-in static transfer switch shall be provided as an integral part of the UPS. The Static switch shall be a bi-directional naturally committed high-speed static (SCR type) device rated to carry full load current continuously.	
18	Manual Bypass switch	The UPS should have a Built-in Maintenance Bypass Isolator to directly connect the load to the input AC power source, bypassing the rectifier, inverter and static transfer switch.	
19	Battery type	Sealed Maintenance Free with a separate Battery Rack	

Place / स्थान:

Date / दिनांक:

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

Tender Enq. No.: 9472600004 / 02.02.2026

20	Battery make	Panasonic / Rocket Global Yuasa / CSB/ Amaraja (Quanta) / EXIDE/UPS OEM Make	
21	Backup	Min. 60 minutes backup on full load	
22	Battery management	The UPS should have Battery Management feature for:  Periodic Battery Test Controlling Charging Time and Current Increase in Battery Life  Protection: Battery low Cut-off without draining current	
23	LCD Panel	The UPS should have LCD/LED panel for measuring Output voltages, Output currents and Frequency, Battery Voltage and charging / discharging current, display status of the battery capacity and backup time left and event logging.	
24	RS232 interface	RS232 or USB port & necessary communication cables to be provided	
25	Power Management Software	The UPS should have Power management software and interface cable, providing complete power monitoring and control capabilities to system administrators. It should Safely shutdown & restart multiple Windows & Linux clients over LAN, analyse power conditions with voltage logging, should support Linux & Windows 10, Windows 2012 or later, operating systems.	
26	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN.	
27	Synchronization	The UPS should come with hardware / software required for Synchronization between the outputs of two or more such independent UPS systems.	
28	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
29	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	
30	Audible Alarms	Mains Failure / Battery Low Alarm / UPS Overload / Fault / Shutdown	

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Date / दिनांक:

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

Tender Enq. No.: 9472600004 / 02.02.2026

Item Name		2 X 40KVA Online UPS	
Item Code		UP06H	
S. No.	Parameters / Feature	Detailed Specifications	Bidder's Compliance (Y/N)
1	Make & Model		
2	System Configuration	40 KVA	
2	System Configuration	2x40 KVA Online UPS in parallel redundant equal load sharing Mode. One UPS should be capable of taking 100% load instantaneously in case other UPS fails. The parallel redundancy equal load sharing feature should be an inbuilt feature of the UPS, and should not be provided through some external parallel redundancy kit.	
3	Technology	True Online, DSP (Digital Signal Processor) / Microprocessor based control, Double Conversion with PWM Technology & IGBT based Inverter	
4	Input Source	Mains/Local DG Set Compatibility	
5	Input Voltage	415V AC 3 phase, 4 wires	
6	Input Voltage Tolerance	± 15%	
7	Input Frequency	50 Hz	
8	Input Frequency Tolerance	45 HZ TO 55 HZ	
9	Input Power factor at nominal voltage and full load	>0.9	
10	Total Harmonic Distortion at 100% Non-linear Load	< 5.5%	
11	Output Voltage	230 Volts Single Phase	
12	Output Voltage Regulation	± 1.5% - For 100% static load. THDU <3% between phase to neutral for 100% nonlinear load	
13	Output Power Factor	0.8 or higher	
14	Over Load Rating	110% for 10 minutes, 125% for 1 minutes,	
15	Inverter Efficiency	> 89%	
16	Overall efficiency	> 85%	
17	Static Bypass switch	A Built-in static transfer switch shall be provided as an integral part of the UPS. The Static switch shall be a bi-directional naturally committed high-speed static (SCR type) device rated to carry full load current continuously.	

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Tender Enq. No.: 9472600004 / 02.02.2026

18	Manual Bypass switch	The UPS should have a Built-in Maintenance Bypass Isolator to directly connect the load to the input AC power source, bypassing the rectifier, inverter and static transfer switch.	
19	Battery type	Sealed Maintenance Free with a separate Battery Rack	
20	Battery make	Panasonic / Rocket /CSB/Global Yuasa / Amaraja (Quanta)/EXIDE/UPS OEM Make	
21	Backup	Min. 60 minutes backup on full load	
22	Battery management	The UPS should have Battery Management feature for:  Periodic Battery Test Controlling Charging Time and Current Increase in Battery Life Protection: Battery low Cut-off without draining current	
23	LCD Panel	The UPS should have LCD/LED panel for measuring Output voltages, Output currents and Frequency, Battery Voltage and charging / discharging current, display status of the battery capacity and backup time left and event logging.	
24	RS232 interface	RS232 or USB port & necessary communication cables to be provided	
25	Power Management Software	The UPS should have Power management software and interface cable, providing complete power monitoring and control capabilities to system administrators. It should Safely shutdown & restart multiple Windows & Linux clients over LAN, analyse power conditions with voltage logging, should support Linux & Windows 10, Windows 2012 or later, operating systems.	
26	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN.	
27	Synchronization	The UPS should come with hardware / software required for Synchronization between the outputs of two or more such independent UPS systems.	
28	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
29	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	
30	Audible Alarms	Mains Failure / Battery Low Alarm / UPS Overload / Fault / Shutdown	

Place / स्थान:

Date / दिनांक:

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<b>Item Name</b>		<b>2 X 60KVA Online UPS</b>	
<b>Item Code</b>		<b>UP07H</b>	
<b>S. No.</b>	<b>Parameters / Feature</b>	<b>Detailed Specifications</b>	<b>Bidder's Compliance (Y/N)</b>
1	Make & Model		
2	System Configuration	60 KVA	
2	System Configuration	2x60 KVA Online UPS in parallel redundant equal load sharing Mode. One UPS should be capable of taking 100% load instantaneously in case other UPS fails. The parallel redundancy equal load sharing feature should be an inbuilt feature of the UPS, and should not be provided through some external parallel redundancy kit.	
3	Technology	True Online, DSP (Digital Signal Processor) / Microprocessor based control, Double Conversion with PWM Technology & IGBT based Inverter	
4	Input Source	Mains/Local DG Set Compatibility	
5	Input Voltage	415V AC 3 phase, 4 wires	
6	Input Voltage Tolerance	± 15%	
7	Input Frequency	50 Hz	
8	Input Frequency Tolerance	45 HZ TO 55 HZ	
9	Input Power factor at nominal voltage and full load	>0.9	
10	Total Harmonic Distortion at 100% Non-linear Load	< 5.5%	
11	Output Voltage	230 Volts Single Phase	
12	Output Voltage Regulation	± 1.5% - For 100% static load. THDU <3% between phase to neutral for 100% nonlinear load	
13	Output Power Factor	0.8 or higher	
14	Over Load Rating	110% for 10 minutes, 125% for 1 minutes,	
15	Inverter Efficiency	> 89%	
16	Overall efficiency	> 85%	
17	Static Bypass switch	A Built-in static transfer switch shall be provided as an integral part of the UPS. The Static switch shall be a bi-directional naturally committed high-speed static (SCR type) device rated to carry full load current continuously.	
18	Manual Bypass switch	The UPS should have a Built-in Maintenance Bypass Isolator to directly connect the load to the input AC power source, bypassing the rectifier, inverter and static transfer switch.	

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Tender Enq. No.: 9472600004 / 02.02.2026

19	Battery type	Sealed Maintenance Free with a separate Battery Rack	
20	Battery make	Panasonic / Rocket /CSB/Global Yuasa / Amaraja (Quanta)/EXIDE/UPS OEM Make	
21	Backup	Min. 60 minutes backup on full load	
22	Battery management	The UPS should have Battery Management feature for: Periodic Battery Test Controlling Charging Time and Current Increase in Battery Life Protection: Battery low Cut-off without draining current	
23	LCD Panel	The UPS should have LCD/LED panel for measuring Output voltages, Output currents and Frequency, Battery Voltage and charging / discharging current, display status of the battery capacity and backup time left and event logging.	
24	RS232 interface	RS232 or USB port & necessary communication cables to be provided	
25	Power Management Software	The UPS should have Power management software and interface cable, providing complete power monitoring and control capabilities to system administrators. It should Safely shutdown & restart multiple Windows & Linux clients over LAN, analyse power conditions with voltage logging, should support Linux & Windows 10, Windows 2012 or later, operating systems.	
26	SNMP Card	Should come with an SNMP Card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser, while simultaneously providing shutdown & restart for multiple windows, Linux & Unix computer systems over LAN.	
27	Synchronization	The UPS should come with hardware / software required for Synchronization between the outputs of two or more such independent UPS systems.	
28	Compliance	Latest Version of IEC/EN 62040 or Equivalent	
29	Warranty	OEM onsite, labour, parts warranty for the entire contract period.	
30	Audible Alarms	Mains Failure / Battery Low Alarm / UPS Overload / Fault / Shutdown	

Place / स्थान:

Date / दिनांक:

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Item Name		Monitor with wireless keyboard & Mouse	Bidder's Compliance (Y/N)
Item Code		MON01	
S. No.	Parameters / Feature	Detailed Specifications	
1	Make & Model		
7	Monitor	Make: OEM make.	
		Size: 23" or higher with Adjustable stand (height,tilt & swivel) with inbuild speakers (Min. 2WX2)	
		Aspect Ratio: 16:9	
		Resolution: Full HD 1920x1080 at 60 HZ.	
		Pixel Pitch: 0.27mm or better	
		Brightness: 250 cd/m <sup>2</sup> or higher	
		Ports: Min. 1 HDMI Port, 1 DisplayPort	
		Colour gamut (typical): 70% or higher	
		Contrast ratio (typical): 1000:1 (typical) or higher	
		Viewing angle (typical) (vertical/horizontal): 170°/170° or higher	
		Response time ( typical): 15 MS or lower	
		Backlight: LED	
		Certifications: TCO 8.0 & Energy Star 8.0 compliant.	
10	Keyboard & Mouse	Wireless keyboard and mouse with Minimum 104 keys and 2/3 Button Optical Scroll Mouse (Same make as Monitor)	

Place / स्थान:  
Date / दिनांक:

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**Certifications Required:**

Sl.	Item Code	Certification	Whether Provided (Yes/No)	Page No. in Bid document
1	NB01	<ul style="list-style-type: none"> <li>(a) OS Certification from Microsoft</li> <li>(b) For OEM: ISO 9001 (Latest version)</li> <li>(c) Latest version of IEC-60950-1 / IS 13252 / UL-60950</li> <li>(d) Energy Star 8.0 compliance or higher</li> <li>(e) ERTL / FCC - EMC class B*</li> <li>(f) RoHS compliance*</li> <li>(g) ACPI (Latest Version) Compliance*</li> </ul> <p><i>Note: For (e), (f) &amp; (g), self-certification from OEM will be acceptable.</i></p>		
2	PC01, PC02, PC03	<ul style="list-style-type: none"> <li>(a) OS Certification from Microsoft</li> <li>(b) For OEM: ISO 9001 (Latest version)</li> <li>(c) Energy Star 8.0 or higher compliant.</li> <li>(d) RoHS compliant*</li> </ul> <p><i>Note: For (d), self-certification from OEM will be acceptable.</i></p>		
3	WS01, WS02, WS03	<ul style="list-style-type: none"> <li>(a) OS Certification from Microsoft</li> <li>(b) For OEM: ISO 9001 (Latest version)</li> <li>(c) Energy Star 8.0 or higher compliant.</li> <li>(d) RoHS compliant*</li> <li>(e) ERTL/FCC – EMC Class B</li> <li>(f) Latest Version of IEC-60950-1 / IS 13252 / UL-60950</li> <li>(g) ACPI (Latest Version) Compliant</li> <li>(h) Certified for Autodesk products, 3D Modelling software like SIEMENS Products, PDMS, PTC etc.</li> </ul>		
6	UPS	Latest Version of IEC-60950-1 / IS 13252 / UL-60950, Latest Version of IEC/EN 62040 or Equivalent		

Place / स्थान:

Date / दिनांक:

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## UNPRICED SCHEDULE

Annexure-IX

<b>Rate Schedule</b>										
<b>Instructions for filling details in the Un-Priced Bid Format:</b>										
1. The rates shall be quoted in Indian Rupees (INR) and should be exclusive of GST.										
2. The lease charges shall be quoted for a financial lease of 60 months, with payments to be made at the end of each quarter over 20 quarters.										
3. The total cost shall be specified in the prescribed format. Prices must be firm and should not include ambiguous terms such as "Extra as applicable."										
4. RE charges and five-year warranty charges are included within the Maintenance Charges.										
5. Both transit and onsite insurance shall be under the scope of the bidder.										
6. "Hardware Charges" (Column 'G') have to be capped at a maximum 80% of Column 'F' and "Maintenance Charges" (Column 'H') have to be taken minimum 20% of Column 'F' (Per Quarter Charges excluding Incidentals).										
<b>So, Bidder should indicate the value of 'X' in percentage only (Maximum 80% and minimum 20%) in space provided below.</b>										
<b>NOTE: In case the bidder fails to provide these, a default value of 80% shall be applied for Rental, with Maintenance accordingly considered as 20% of 'F'.</b>										
7. The bidder should provide the <b>Percentage Incidental Charges</b> in Column 'P' highlighted in Yellow Color along with Part-I of Bid.										

Total charges for 5 years, excluding GST, in Rs. (to be quoted), Z=

**TO BE QUOTED AS A LUMP SUM VALUE IN NIC BOQ ONLY.**

<b>"X" to be indicated in percentage as per the above point no. 6, X =  _____ %</b>										
S. No.	ITEM Code	Tentative Total Quantity	Fixed Item wise Percentage (of Total Price, "Z")	Lease Charges for the Total Quantity for 5 years excluding taxes (in INR)	Total Per Quarter Lease Charges for Unit Qty (excluding taxes) (INR)	Per Quarter Incidental Charges (like Interest on capital, etc.) for Unit Qty (%age)	Per Quarter Incidental Charges (like Interest on capital, etc.) for Unit Qty (INR)	Total Per Quarter Lease Charges excluding Incidentals for Unit Qty (w/o taxes) (INR)	Per Quarter Hardware Charges for unit qty on outright basis (excl. taxes) (%age)	Per Quarter Maintenance Charges for Unit Qty (excluding taxes) (%age)
		A	B	C = B * Z	D = C/(A*20 )	P	E=D*P %	F = D - E	G = X% * F	H = (100-X)% * F
1	NB01	297	5.078179%	-	-	%	-	-	-	-
2	PC01	3024	37.782983%	-	-	%	-	-	-	-
3	PC02	725	10.743017%	-	-	%	-	-	-	-

Place / स्थान:

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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4	PC03	312	4.490696%	-	-	%	-	-	-	-
5	WS01	297	9.262712%	-	-	%	-	-	-	-
6	WS02	150	5.326828%	-	-	%	-	-	-	-
7	WS03	51	2.475809%	-	-	%	-	-	-	-
8	PR01	53	0.794721%	-	-	%	-	-	-	-
9	UP01	4628	8.370291%	-	-	%	-	-	-	-
10	UP02	274	2.506211%	-	-	%	-	-	-	-
11	UP03	46	1.424651%	-	-	%	-	-	-	-
12	UP03H	1	0.061295%	-	-	%	-	-	-	-
13	UP04	13	0.875245%	-	-	%	-	-	-	-
14	UP04H	3	0.374726%	-	-	%	-	-	-	-
15	UP05	27	4.179474%	-	-	%	-	-	-	-
16	UP05H	1	0.220540%	-	-	%	-	-	-	-
17	UP06	1	0.421223%	-	-	%	-	-	-	-
18	UP06H	2	1.317901%	-	-	%	-	-	-	-
19	UP07H	4	3.763400%	-	-	%	-	-	-	-
20	MON01	179	0.530098%	-	-	%	-	-	-	-

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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## Annexure-X

### MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is made and executed on [00<sup>th</sup>] day of [.....] , 2023 ("Effective Date") by and between :

**Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049

And

[ M/s XX ], an existing Company under the Companies Act,1956/2013 / Partnership Firm, having its registered office at -----, ("The Bidder") .

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for IT Hardware Rate Contract on Lease basis across BHEL at more than 100 locations for a period of FIVE years, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information");

#### I. SCOPE OF CONFIDENTIAL INFORMATION

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

**"Confidential Information"** means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified, whenever and however disclosed, including, but not limited to:

- i. business plans, methods, practices and, personnel customer or Vendor lists;
- ii. any scientific or technical information, inventions, designs, processes, methods, products, improvement, patent applications, and other proprietary rights; or
- iii. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;
- iv. any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- v. any other information that should reasonably be recognized as confidential information of the Disclosing Party;
- vi. and any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing.

Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

Place / स्थान:

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- i. is already lawfully known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party prior to receiving the Confidential Information from the Disclosing Party ; or
- ii. is or becomes publicly known through no wrongful act or failure to act by the Recipient , its employees, officers, directors, or agents being inconsistent with its obligation under this agreement ; or
- iii. is independently developed by the Recipient without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference to any Confidential Information disclosed hereunder; or
- iv. is approved for release (and only to the extent so approved) by the disclosing Party; or
- v. is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law, although the requirements of clause ..... hereof shall apply prior to any disclosure being made

**II. OBLIGATIONS:**

- i. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
- ii. The Recipient shall prevent unauthorized use, dissemination or publication thereof, and same degree of caution / care as it uses to protect its own information of a similar confidential nature.
- iii. A receiving party will comply with all applicable laws in respect to subject matter or disclosure as contemplated herein
- iv. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or other legal process requiring production or disclosure of said Confidential Information.
- v. The Recipient agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement, without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party. Title to the Confidential Information will remain solely with the Disclosing Party. All use of Confidential Information by the Recipient Party shall be for the

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benefit of the Disclosing Party and any modifications and improvements thereof by the Recipient shall be the sole property of the Disclosing Party.

- vi. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party.
- vii. Recipient Party shall immediately return and redeliver to Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of :
  - a. the completion or termination of the dealings between the parties contemplated hereunder;
  - b. the termination of this Agreement; or
  - c. at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Recipient, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

### **III. TERM and TERMINATIONS :**

1. This Agreement shall continue for .....years from the Effective Date or until terminated by either party by giving thirty (30) days written notice to the other party. Notwithstanding such termination, the confidentiality obligations of each party concerning the Confidential Information disclosed hereunder shall survive for a period of ..... years following the expiration or earlier termination of this Agreement;
2. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

### **IV. WARRANTIES AND DISCLAIMER:**

Recipient may pass confidential information to its Affiliates on a 'need to know basis' to the extent necessary to carry out the Business Purpose and hereby warrants that these Affiliates will abide by all the terms and conditions of the agreement dated .....

No other warranties are made by either party under this agreement. Confidential information is provided "as is" with no warranty as to its accuracy or completeness.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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Each party recognises and agrees that nothing in this agreement will be construed as granting any rights to the recipient, by license or otherwise, to any o disclosing party's confidential information.

**V. GOVERNING LAW, COURT JURISDICTION & DISPUTE RESOLUTION :**

1. This Agreement is governed by and will be construed in accordance with the laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at Delhi ;
2. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the parties shall make best efforts to resolve the dispute amicably between themselves. In the event that all aforesaid efforts to resolve the dispute are not successful, the parties agree to resolve the dispute through arbitration in accordance with Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The reference of dispute to Arbitration and appointment of Arbitrator shall be as per clause ..... of Contract dated ..... The seat for arbitration shall be Delhi. The proceedings shall be in the English language

**VI. MISCELLANEOUS:**

1. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
2. The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
3. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
4. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
5. This Agreement shall remain in effect during the contract period from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF**

**BHARAT HEAVY ELECTRICALS LTD.**

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness**

1.

2.

**Witness**

1.

2.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

## Annexure-XI

### LEASE AGREEMENT (TRIPARTITE)

THIS LEASE AGREEMENT executed on this day \_\_\_\_\_ of, (\_dd /\_mm/yyy) at [place].

BETWEEN

[Name of the Company], a Company incorporated under the Companies Act, 1956, having its Registered Office at [Address of the company] REPRESENTED by its Financing Account Manager, [Name of Finance Manager] herein after called the LESSOR (which expression shall, unless repugnant to the subject or context thereof include its successors and assigns) of the first part.

AND

**BHARAT HEAVY ELECTRICALS LIMITED** a Company incorporated under the Companies Act, 1956, having its Registered office at BHEL house, Siri Fort, New Delhi 110049, through one of its units at [Name of the Unit], represented by its competent authorities Sri. [Name and designation] hereafter called the LESSEE (which expression shall unless repugnant to the subject or context thereof include its successors and assigns) of the second part.

AND

[Name of the vendor] a Firm incorporated / a Company incorporated under the Indian Partnership Act 1932 / Companies Act, 1956 having its Principal Office at [address of the vendor] represented by its Managing Partner/The designation, Mr. (Name) hereinafter called the VENDOR (which expression shall unless repugnant to the subject or context thereof include its successors and assigns of the third part).

Whereas the LESSEE has placed a purchase order no. [PO No.] dated [dd] / [mm] / [yyyy] for Supply, Installation & Maintenance of IT Equipment described in Schedule A to the said purchase order for a period of 5 years on finance lease rental basis.

Whereas, the LESSOR and the VENDOR through this Agreement have impliedly entered into a business arrangement for leasing out the Equipment more fully described in Schedule A to the LESSEE on certain terms and conditions mentioned in this Agreement.

And whereas the LESSOR has offered to purchase from the VENDOR the said equipment more fully described in Schedule A hereto (herein after referred to as the Equipment) at the acquisition cost specified in Schedule A to this Agreement for leasing the same to LESSEE upon the terms and conditions contained herein.

And whereas the LESSEE has offered to take on lease the Equipment so purchased by the LESSOR, and the LESSOR has agreed to lease out the Equipment to the LESSEE upon the terms and condition contained herein.

And whereas the VENDOR has agreed to supply the Equipment purchased by the LESSOR and install the Equipment in the premises of the LESSEE at desired places and provide maintenance services to the LESSEE subject to the terms and conditions of this agreement.

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

## 1 DEFINITIONS

In this agreement, unless context otherwise so requires, the following expressions shall have the following meanings viz:

### 1.1 Agreement

Shall mean this Tripartite Agreement.

### 1.2 Clause

Shall mean clause of this agreement and accordingly the word Sub-Clause shall mean Sub-Clause of a clause of this agreement.

### 1.3 Commencement Date

Shall mean the date of installation of this Equipment as mentioned in the Order [PO No.] dated [dd]/[mm]/[yyyy] as confirmed by the **LESSEE** to the **LESSOR** by signing an Acceptance Certificate in the form of Schedule D to this Agreement and inserting the Acceptance Date.

### 1.4 Equipment

Shall mean all the articles and things described in **Schedule - A** to this Agreement purchased by the **LESSOR** from the **VENDOR** and leased to the **LESSEE** and includes any individual items contained in the Equipment and all alterations, replacements and / or additions to the Equipment or any item or part thereof during the period of this Agreement.

Provided that where there is more than one item of Equipment, the lease hereunder shall be deemed to be of each such of Equipment individually and the provisions of this agreement shall be applicable independently to each such item of Equipment individually, whether or not such item of Equipment be of same or similar description or use, or is to be placed at the same location.

### 1.5 Lease Period

Shall mean five years from the Acceptance Date specified in the Acceptance Certificate which is non-cancelable by the **LESSEE** or the **LESSOR** except as provided herein.

### 1.6 Rental

Shall mean the lease rental to be paid by the **LESSEE** to the **LESSOR** as mentioned in **Schedule – B** of this Agreement.

### 1.7 Maintenance Fee

Shall mean the maintenance fee payable by the **LESSEE** to the **VENDOR** as specified in **Schedule – C** of this Agreement.

### 1.8 Schedule

Shall mean the schedule or schedules, which may now or from time to time be incorporated hereunder as an integral part of this agreement.

### 1.9 Lease

Shall mean the lease of the Equipment by the **LESSOR** to the **LESSEE** on FINANCE LEASE basis (wherein all the risks and rewards incidental to the ownership of the leased assets is transferred to the **LESSEE** at the inception of the lease as per AS-17 (Accounting Standard 17) issued by the Institute of Chartered Accountants Of India) and the grammatical variations or cognate expressions of the term shall be construed accordingly.

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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### 1.10 Commissioning

Installing and configuring the IT Equipment that form part of the Purchase Order No [PO No.] dated [dd]/[mm]/[yyyy].

## 2 Basic Terms of Lease

The **LESSEE** will avail Income Tax Depreciation since all the risks and rewards incidental to ownership is transferred to the **LESSEE** as per AS-17 issued by ICAI.

The supply of the Equipment to the **LESSEE** is on the basis of finance lease rentals. The purchase orders issued by **LESSOR** on the **VENDOR** will be the effective purchase order for this transaction to establish the ownership of the Equipment and **LESSOR** will be the sole and full owner of the Equipment. **LESSEE**'s only rights to the Equipment are as a lessee under this Agreement. **LESSEE** shall hold the Equipment as lessee and shall not contest Lessor's sole and exclusive ownership of the Equipment

Equipment may not be moved to a location outside India. If **LESSEE** wishes to move Equipment from the location specified in Schedule A to another of **LESSEE**'s business locations in India, **LESSEE** must first give notice to **LESSOR**. Lessor's prior consent to such a move is required but may not be unreasonably withheld, delayed or conditioned as long as the Equipment remains in **LESSEE**'s possession and control.

If **LESSOR** has not already done so, then upon execution of this Agreement, **LESSOR**, agrees to release confirmed regular Purchase Order for the Equipment as defined in **Schedule A** in favor of the **VENDOR**.

After purchase of the Equipment by the **LESSOR**, the **VENDOR** will ensure delivery, installation and commissioning of the Equipment at the **LESSEE**'s premises located at [Place] as per the Purchase Order No [PO No.] dated [dd]/[mm]/[yyyy]

The entire risk, cost or any outgoing pertaining to the delivery and installation of the Equipment shall be borne by the **VENDOR**. **LESSOR** will have no obligation to pay the purchase price for the Equipment until the **LESSEE** has confirmed the due delivery and installation of the Equipment by signing the Acceptance Certificate attached as **Schedule D**.

The **LESSOR** hereby gives on lease and the **LESSEE** hereby takes on lease the Equipment for the Lease Period subject to the terms of this Agreement.

All the terms and conditions mentioned in the NIT shall form an integral part of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions hereafter set forth, the parties hereto agree as follows: -

## 3 LESSEE'S Confirmation

Upon receiving delivery, installation and commissioning of the Equipment from the **VENDOR**, the **LESSEE** will certify that the Equipment are as per specifications provided by the **LESSEE** to the **VENDOR** by signing the Acceptance Certificate in the form of **Schedule D**.

The **LESSOR** agrees to pay the Purchase Price for the Equipment to the **VENDOR** immediately after the **LESSEE** signs the Acceptance Certificate and gives it to the **VENDOR** as per Schedule D.

Place / स्थान:

Date / दिनांक:

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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#### 4 LESSOR'S Right To Lease

The **LESSOR** guarantees that upon paying the purchase price for the Equipment to the **VENDOR**, the **LESSOR** has the right to lease the Equipment to the **LESSEE** under this Agreement.

#### 5 LESSOR'S Covenants

The **LESSOR** hereby covenants that they undertake to comply with the terms and conditions stipulated in the Purchase Order no. **[PO No.] Dated [dd]/[mm]/[yyyy]** placed by the **LESSEE** on the **Vendor**, which will form part and parcel of this Agreement. Except as provided under the clause 23 of this agreement, in the event of any conflict between the terms of this Agreement and the terms of the Purchase Order Number **[PO No.]**, the Purchase Order No. dt. shall prevail.

The **LESSOR** shall not divert the equipment after purchase or acquisition of the Equipment to any third party. The **LESSOR under any circumstances** shall not disturb the possession of the equipment with the **LESSEE**, during the currency of the agreement subject to clauses 7, 25 and 26 of this Agreement. Lessor may lien, attach, hypothecate, mortgage, etc., any of the equipment which is in possession with the **LESSEE**. However, The Lessor shall, prior to the commencement of the Lease, provide a written confirmation and all relevant supporting documentation evidencing that the Equipment subject to this Lease is free and clear of any pre-existing or concurrent security interests, liens, charges, or encumbrances of any nature whatsoever, except those directly arising from or related to the Lessor's own financing arrangements specifically undertaken for this Contract.

#### 6 LESSEE'S Covenants

##### 6.1 LESSEE Not To Part With Possession And Risk Of Loss

**LESSEE** shall not part with possession of the Equipment or any part of it to any third party, without the prior written consent of the **LESSOR**, which the **LESSOR** may decline without assigning any reason.

##### 6.2 LESSEE Not To Convert The Property And Allow Fixing Of Name Plate Of Lessor

**LESSEE** shall not in any way impair the identifiability, ascertainability, severability and re-deliverability of the Equipment during the currency of the Lease period. **LESSEE** will allow affixing of nameplate or other perishable mark on the Equipment identifying the leased Equipment covered in **Schedule A** and not to allow or permit the same to be removed or defaced during the currency of the Lease period.

##### 6.3 LESSEE To Make Proper Use Of The Equipment

**LESSEE** shall use and operate the Equipment carefully in the same way as would have been the case with the **LESSEE'S** own Equipment. **LESSEE** must at all times operate and **VENDOR** shall maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturers' and/or supplier's specifications and recommendations. **LESSEE** must not do or omit to be done any act or thing that would result in the warranties and performance guarantees given by the Vendor or manufacturer being invalidated or unenforceable, either wholly or in part, and **LESSEE** shall ensure that the Equipment is operated by suitably trained personnel for the purpose for which it is designed and manufactured.

#### 7 Inspection by The Lessor

The **LESSEE** shall permit the **LESSOR** or any person authorized by the **LESSOR** at all reasonable times (immediately in case of an emergency) to inspect, view and examine the state and condition of the

Place / स्थान:

Date / दिनांक:

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Equipment and for that purpose permit the **LESSOR** or any person authorized by the **LESSOR** to enter the premises where the Equipment is used or stored. The **LESSOR** shall give One Week Notice for any such inspection / examination. Provided further, the **LESSOR** hereby agrees that no such inspection or examination of the state and condition of the Equipment will be made within a period of less than three months from the date of the previous inspection / examination. The **LESSOR** hereby permits immediate inspections/examinations of the state and condition of the Equipment, in case of any emergency, only twice a year.

## 8 Insurance

8.1 The **VENDOR** shall keep the Equipment insured with an insurer acceptable to **LESSOR** which covers against all risks loss up to its full replacement value. **VENDOR** must promptly produce evidence of current insurance policies and of payment of premiums whenever reasonably requested by **LESSOR**.

8.2 In the event of failure on the part of the **VENDOR** to maintain the insurance required under clause 8.1 or to pay the insurance premium as above, the Vendor agrees that the **LESSOR** may purchase such insurance itself or pay the insurance premiums as above and shall forthwith on receipt of a notice of demand from the **LESSOR** reimburse all sums so paid by **LESSOR** together with interest. On receipt of demand notice from **LESSOR** to the **LESSEE**, the **LESSEE** may pay the insurance premium amount from the payments due and payable to the **VENDOR**.

8.3 An item of Equipment shall be treated to "suffer a Casualty Loss", if the Equipment is lost, destroyed, stolen or damaged beyond repair. If a Casualty Loss occurs **LESSEE** shall promptly notify **LESSOR / VENDOR** within 30 days from the date of knowledge of occurrence of such Casualty Loss to the **LESSEE** or by the next Rent payment date whichever is later.

For filing of insurance claim by the **LESSOR / VENDOR** for any casualty loss of the Equipment or part of the Equipment, following documents may be provided by the **LESSEE** to the Insurance Company:

- a. Letter of the **LESSEE** confirming happening of the Casualty Loss.
- b. Copy of the Complaint filed by **LESSEE/VENDOR** before the Police Authorities regarding Casualty Loss.
- c. Copy of FIR/ Non-traceability Certificate issued by the respective Police Authorities in case of stolen/ Theft Equipment.

In the event of occurrence of any Casualty Loss irrespective of the status of the insurance claim filed against such casualty loss, the **LESSOR / VENDOR** shall replace / substitute Equipment, to the **LESSEE** within **EIGHT (8)** weeks from the date of occurrence of such Casualty Loss.

Substitute Equipment means a substantially equivalent or better item of hardware or software having equal or greater capabilities and equal or greater fair market value manufactured or licensed by the same manufacturer or licensor as the item of hardware or software which it is to replace under this Agreement. **LESSEE** acknowledges and agrees that Substitute Equipment is **LESSOR**'s property.

Notwithstanding anything contained herein, the **VENDOR/LESSOR** shall be fully responsible for all renewal of insurance of equipment from time to time. If the claim(s) amount is rejected by insurance company for whatsoever reason, the **LESSEE** will not be responsible and shall not be liable to pay such amount.

Place / स्थान:  
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## 9 Disclaimer of Any Warranty

- 9.1 The **LESSOR** and **VENDOR** has not at any time made nor does it hereby make any representation or warranty whatsoever with respect to the merchantability, quality, conditions or durability of the Equipment;
- 9.2 All Equipment will be used for business purposes only and for the purpose for which it is designed;
- 9.3 The **VENDOR** hereby confirms that it makes and accepts all representation or warranty whatsoever with respect to the merchantability, quality, conditions or durability of the Equipment.

## 10 Vendor's Covenants

The **VENDOR** hereby covenant that they undertake to comply with the terms and conditions stipulated in the Purchase Order No. **[PO No.]** Dated **[dd]/[mm]/[yyyy]** issued by the **LESSEE** which form a part and parcel of this agreement

## 11 Liability towards quality of the equipment:

Both the **LESSOR** and the **VENDOR** hereby accepts liabilities on any account pertaining to the quality of the Equipment leased to the **LESSEE**. The liability towards the **LESSEE** is restricted to the value of the contract of the items supplied by the **VENDOR WITH THE SUPPORT OF LESSOR**.

## 12 Maintenance

The **VENDOR** shall be responsible for the continuous and smooth operation of the Equipment for the entire lease period as mentioned below for a consideration, which is incorporated as a part of equipment as in **Schedule A** and the Maintenance Charges as in the **Schedule C** to be paid by **LESSEE** to the **VENDOR**.

12.1 Maintenance services shall cover services, repairs, and replacements necessary to keep the Equipment in good working condition and use of the Equipment by the **LESSEE**.

12.2 VENDOR shall be responsible for running the Equipment at the uptime as per details given below:

The Vendor shall be responsible for running the at the uptime of 98% per month in a quarter at major cities like Delhi (NCR), Chennai, Mumbai, Kolkata, Bhopal, Bangalore, Trichy, Nagpur, Haridwar, & Hyderabad. At all other cities, the Vendor shall maintain an uptime of 95% per month in a quarter and for sites of power sector regions 90% per month in a quarter.

No	Item Code	Support Level
1	All items (other than RE)	8 x 6

**The deduction for downtime shall be as follows:**

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Downtime in Delhi (NCR), Chennai, Mumbai, Kolkata, Bhopal, Bangalore, Trichy, Nagpur, Haridwar, Hyderabad	Downtime in all other cities (except remote sites of Power Sector regions)	Downtime in remote sites of Power Sector regions	Deduction factor
0 to 2%	0 to 5%	0 to 10%	Zero
>2 to 5%	>5 to 8%	>10 to 13%	1.00
>5 to 10%	>8 to 10%	>13 to 15%	1.25
Above 10%	Above 10%	>15%	1.5

### **Working calculation for deduction**

Let downtime in a month

A hours

Downtime percentage (other than RE) =  $A \times 100 / (8 \times 30) = B$

Deduction factor according to the table = D

Monthly equipment lease charges = (Equipment Quarterly lease charges) / 3 = M Rupees

Amount of deduction

=  $(M \times B \times D) / 100$  Rupees

For any user complaint, while calculating the downtime hours, the duration of downtime attributable to BHEL shall be excluded from the total downtime.

The downtime for an item will be deducted from the quarterly maintenance charges for that item as per order.

If the uptime for equipment/system falls below 90% for major & other cities, 85% for project sites of power sector regions, continuously for 3 months, the system/equipment shall have to be replaced by the Vendor within 30 days without any extra charge. If the faulty equipment is not replaced, then no quarterly lease payments will be made for that equipment until the replacement of that equipment is provided. If the vendor fails to replace the equipment within the above prescribed timeline, BHEL reserves the right to terminate the contract as per clause 18 & 19 of this contract.

### **Penalty for absence of Resident Engineer (RE):**

The Contractor shall arrange for substitution for RE on leave or absence. At any point of time, the number of RE(s) deployed in a particular location shall be maintained. In case the same is not maintained, then a penalty **@ Rs. 1000/- per day per RE**, for every absent RE, shall be levied on the Contractor.

This penalty will be deducted from the quarterly maintenance charges as per order.

12.3 LESSEE shall be finally compensated for any short fall in the guaranteed uptime as specified hereunder:

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#### **Total Penalty**

The total deduction due to downtime and absence of RE, per quarter against a particular order of any unit/division, shall be limited to the total quarterly maintenance charges of that particular order. If the cumulative deduction due to downtime and absence of RE exceeds the quarterly maintenance charges, then the penalty will be deducted from subsequent quarterly maintenance charges.

#### **13 Imposts, Taxes And Other Charges**

**LESSEE** agrees that the lease created under this Agreement is a net lease and that **LESSEE** will pay all tax costs connected with the lease, such as GST. Any fresh levies/ duties/taxes imposed by Govt. subsequent to the date of Purchase Order shall be borne by the **LESSEE**.

If **LESSEE** is required by any law or regulation to make any deduction or withholding with respect to any amount payable under this Agreement, **LESSEE** shall recover such amounts at applicable rates and pay the net amount to the **LESSOR / VENDOR**. Necessary tax declaration forms shall be provided by the **LESSEE** to the **LESSOR**.

Valid documents and compliances regarding taxes and duties for availing Input Tax Credit if any should be furnished by the **VENDOR/ LESSOR** to the **LESSEE**. If any relevant documents are not furnished to the **LESSEE** to avail Input Tax Credit, the same will not be paid to the **LESSOR / VENDOR** as the case may be. Due to defaults of the **LESSOR / VENDOR**, if any imposts / penalty / incremental duty / interest are charged, it should not be passed on to the **LESSEE**.

For the purposes of this clause VAT means any value added tax, any goods and services tax or any like tax (including any interest, fines and penalties) payable on the sale of goods or provision of services in India or in any state in India.

#### **14 Consideration For The Lease - Lease Rentals And Maintenance Fee**

The **LESSEE** will pay the Rentals to the **LESSOR** and the Maintenance Fee to the **VENDOR** in accordance with Schedule B and C.

#### **15 Obligation To Pay Lease Rentals And Maintenance Fee**

Unless provided otherwise, the **LESSEE** shall pay the Lease Rentals regularly and punctually.

The **VENDOR** agrees that that the **LESSEE** can exercise any of the rights under this Agreement or Purchase Order Number [PO No.] to make deductions against or otherwise withhold payment of lease rentals or any amount due by the **LESSEE** to the **LESSOR** in circumstances contemplated under provisions of this contract.

#### **16 Payments of Rentals and Arrears in Rentals**

- 16.1 Rental and Maintenance Fee accounts are calculated quarterly in arrears. The **LESSOR** will raise the bills on the **LESSEE** on a quarterly basis on the Lease rental amount and the **VENDOR** will raise the bills on the **LESSEE** on a quarterly basis on the Maintenance Fee amount (as appropriate).
- 16.2 The amounts payable by the **LESSEE** under clause 16.1 with respect to each quarter during the Lease Period are specified in Schedules B and C respectively. The first such bill of the Site (as specified in the **Schedule B and C**) will be raised on completion of first calendar quarter from the date of the certificate of acceptance for the site on pro rata basis. Subsequent bills will be raised on completion of each calendar quarter from the date of the first bill. The final bill will be on the pro rata basis on the left-over days of the last calendar quarter.

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16.3 **LESSEE** reserves the right to retain the equipment at the end of the lease period by making a terminal payment of ₹1.00 per order. On such payment of ₹1/- to the LESSOR, the ownership shall be transferred to the LESSEE and thereafter the LESSEE shall be the owner of the equipment(s) automatically. The LESSOR shall not have any claim(s) over the equipment(s). In case **LESSEE** decides not to retain the Equipment, dismantling and removing the Equipment from the premises of the **LESSEE** shall be at the LESSOR/Vendor's cost.

#### 17 Breach of Contract:

The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- III. The Vendor delivers equipment/ material not of the contracted quality.
- IV. The Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Vendor.
- IX. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- X. Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Vendor, BHEL shall notify the Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 30 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### 18 Remedies in Case of Breach of Contract.

- i. Wherein the period as stipulated in the notice issued under clause 17 has expired and Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. from dues available in the form of Bills payable to defaulted Vendor against the same contract,

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retention amount, from the money due to the Vendor etc. with BHEL) or the other legal remedies shall be pursued.

- iii. Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. The balance amount be returned to the Vendor.
- iv. In case the amount recovered under the above clauses is insufficient to meet the total amount recoverable, or if no security instruments are available, BHEL shall issue a demand notice to the Vendor requiring payment of the balance amount within 30 days from the date of such notice.
- v. If Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
  - a) from dues available in the form of Bills payable to defaulted Vendor against the same contract.
  - b) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
  - c) In-case recoveries are not possible after exercise of the above option, then Legal action shall be initiated for recovery against defaulted Vendor.
- vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Vendor for the purpose of estimation of damages.
- vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

**Note:**

- 1) The defaulting Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:
  - (a) In case defaulted Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
  - (b) In case defaulted Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners ; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

## **19 Termination of The Order/ Contract & Its Consequences**

- I. BHEL reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor, or non-performance of the equipment/system, as per mutually agreed terms.
- II. Vendor/Lessor shall continue the performance of the order/contract under all circumstances, to the extent not terminated.
- III. The BHEL will issue a written notice of non-compliance to the Vendor/Lessor and after a rectification period of 30 days, termination clauses will be applicable.
- IV. BHEL shall inform the Vendor/Lessor to remove the equipment from BHEL's premises. If the Vendor/Lessor fails to remove and/or re-possess the Equipment within 30 days from the date of

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intimation, then VENDOR shall be liable to pay to the Lessee an amount equal to 0.005% of the contract value towards retention charges/ground rent. If the VENDOR fails to remove and/or repossess the Equipment within 60 days from the date of intimation, the Equipment will be sold by the BHEL at the cost of the VENDOR. The sale proceeds so received will be returned to the Vendor/Lessor after deducting the retention charges/ground rent plus an overhead charge of 5% of the sale proceeds and any other charges that may be payable to the BHEL as per the contract. No compensation of any kind whatsoever shall be payable by the BHEL to the Vendor/Lessor for sale of equipment due to the failure of Vendor/Lessor to remove the equipment within a period 60 days from the date of intimation.

- V. While removing the equipment (PC/Notebook/Work-station) as in point – IV, it shall be ensured that all data on the hard disk (SSD) is rendered completely non-retrievable in any form, to ensure data protection and confidentiality.

**Consequences:** As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor/Lessor.

## 20 Fore-closure:

In case of fore-closure of the contract agreement / tri-partite agreement by BHEL, pro-rata compensation will be payable to Lessor. Compensation will be equivalent to the percentage of outright purchase cost (Hardware Charges on outright basis) proportionately linked to balance contract period, plus a nominal charge of ₹1.00 per order as terminal payment for transfer of the ownership of all the equipment against that order to BHEL.

## 21 Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer ( to be nominated by BHEL for settlement of disputes arising out of the contract ) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 22.

## 22 Conciliation

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com))).

Note:

Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said

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Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

## 23 Arbitration

- I. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 22 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be decided by the PO issuing agency and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution).
- II. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the PO and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- III. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institution to be decided by the PO issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules.
- IV. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- V. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- VI. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be decided by both the parties mutually agreed.
- VII. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at The palace to be decided by PO issuing agencies.
- VIII. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- IX. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- X. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for

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the purpose of clause 23(IX). Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

XI. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

**24 Law Governing the Contract And Court Jurisdiction**

The Agreement shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 23 of this contract, the Civil Court having the original territorial jurisdiction over the respective MU/ PS-Regions (i.e. Location) from where PO is released for the required equipment, shall alone have exclusive jurisdiction in regard to all matters in respect of the Agreement.

**25 Redelivery of The Equipment by The Lessee on Fore-closure / Termination**

Upon termination of this Agreement as defined herein above during the currency of this agreement:

- a) Fore-closure of the Agreement will be invoked by LESSEE by paying a pro-rata amount to the LESSOR. Pro-rata amount will be equal to the outright purchase cost (Hardware Charges on outright basis) for the balance contract period, plus a nominal charge of ₹1.00 per order as terminal payment for transfer of the ownership of all the equipment against that order to the LESSEE.
- b) However, if the termination is due to technical reasons *inter-alia* equipment not performing to meet the contractual requirement, then after serving 30 days' notice to the LESSOR and VENDOR, the LESSEE, at its discretion, may take necessary action in line with clause 18. LESSEE shall inform the LESSOR and VENDOR to remove the equipment from LESSEE's premises. If the LESSOR fails to remove and/or re-possess the Equipment within 30 days from the date of intimation, then LESSOR and/or VENDOR shall be liable to pay to the Lessee an amount equal to 0.005% of the contract value towards retention charges/ground rent. If the Lessor and/or Vendor fails to remove and/or repossess the Equipment within 60 days from the date of intimation, the Equipment will be sold by the LESSEE at the cost of the LESSOR and VENDOR. The sale proceeds so received will be returned to the LESSOR after deducting the retention charges/ground rent plus an overhead charge of 5% of the sale proceeds and any other charges that may be payable to the LESSEE as per the contract. No compensation of any kind whatsoever shall be payable by the LESSEE to the LESSOR for sale of equipment due to the failure of LESSOR to remove the equipment within a period 60 days from the date of intimation.

**26 LESSOR'S Rights and LESSEE'S Obligation on Termination**

**26.1 RE-POSSESSION OF THE EQUIPMENT BY THE LESSOR AND HIS RIGHTS FOR THAT PURPOSE**

If LESSOR is entitled to repossess Equipment pursuant to Clause 17,18 and 19 of this Agreement and without prejudice to the rights of the LESSEE, the LESSOR shall remove or repossess the Equipment.

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The LESSOR shall remove the equipment at its own cost by itself, its servants or agents from any buildings or premises where the Equipment is situated or is reasonably believed by the **LESSOR** to be situated for the time being. BHEL's liability towards such re-possession of the equipment by the LESSOR shall be limited to provide necessary gate-passes for entry of LESSOR or its representatives / agents to the premises.

## 27 All Indemnities to Survive the Agreement

All indemnities and covenants as contained in Clause 4, 5, 6 and 31 under this agreement shall survive the termination of the Agreement or expiry of the lease as the case may be.

## 28. General Conditions

### 28.1 Service of Notices

Any notice issued by the parties hereto shall be in writing and sent by Registered Post Acknowledgement Due, speed post, email to the other party to the address first above written.

### 28.2 Time to be Essence of this Agreement:

Time shall be the essence of this Agreement for all the three contracting parties in so far as it relates to the observance or performance of all or any of its obligations including payment of any sum hereunder.

### 28.3 Waiver or Remission not to have precedent value over Demands or Notices Waived.

The failure of the **LESSOR** to insist upon the punctual performance of any of the obligations of the **LESSEE** hereunder, or the failure of the **LESSOR** to exercise any right or remedy available to the **LESSOR**, under this Agreement or any failure of the **LESSOR** to require payment from or by the **LESSEE**, when due of any sum owing hereunder, or any extension of credit or any forbearance on the part of the **LESSOR** shall not constitute a waiver by the **LESSOR** of any subsequent or continuing default by the **LESSEE** under this Agreement nor shall the same prejudice affect or restrict the rights and powers of the **LESSOR** hereunder.

The failure of the **LESSEE** to insist up on the punctual performance of any of the obligations of the **VENDOR** or **LESSOR** hereunder or the failure of the **LESSEE** to exercise any right or remedy available to **LESSEE** under this Agreement or any failure of the **LESSEE** to require any contractual obligations or any forbearance on the part of the **LESSEE** shall not constitute a waiver by the **LESSEE** nor shall the same prejudice or affect or restrict the rights and powers of the **LESSEE** hereunder.

### 28.4 Agreement to be sole and Exclusive

This Agreement between the parties hereto shall be capable of variation in writing by a Note of Amendment signed by and on behalf of the **LESSOR**, the **VENDOR** and the **LESSEE**.

If any provision of this Agreement is prohibited by or invalid under any law, that provision will be ineffective only to the extent of the prohibition or invalidity. The remainder of the affected provision and all other provisions of this Agreement are unaffected by the invalidity and the parties shall continue with the obligations entered in this Agreement unless and otherwise the invalid provision affects the whole object of this Agreement.

#### **28.5 Interest Clause:**

**"No interest of whatsoever nature shall be payable by BHEL on earnest money or security deposit or any money(s) due to the Lessor and Vendor by BHEL."**

#### **28.6 Limitation Of Liability:**

Except as provided otherwise in the Contract and except for willful misconduct or gross negligence, neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or any other indirect or consequential loss or damage, **including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with the Contract.** Neither party's liability for any direct damages resulting from its performance or failure to perform hereunder shall exceed the total contract price.

However, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Lessor/vendor, or to any obligation of the Lessor and Vendor to indemnify the Lessee with respect to Intellectual Property Rights or Under any other provisions of the Contract which expressly impose a greater liability or in cases of fraud, willful misconduct or illegal or unlawful acts.

#### **28.7 Labour Laws**

The Vendor shall ensure abidance of all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act, 1948, Provident Fund Misc. Prov. Act 1952, Child Labour (Prohibition & Regulation) Amendment Act, 2016 and all other applicable Laws as amended from time to time w.r.t. to its employees/agents placed at BHEL premises for performing its contractual obligations or part thereof.

The VENDOR at its own costs shall provide adequate training, safety gadgets, instruments, dress etc. to its employees/agents placed at LESSEE's premises for performing its contractual obligations or part thereof.

The LESSEE instructions as issued from time to time in regard to working hours, wages, leave, holidays, bonus, health, etc. shall be abided by the Vendor and its employees/agents in letter and spirit.

The Vendor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in LESSEE's premises under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to LESSEE on or before the date of commencement of contract.

The Vendor shall attend all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.

Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the Lessor and vendor liable for penal action including termination of contract.

#### **28.8 Force Majeure:**

"Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties

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And

Prevents the performance of the contract, such circumstances include but shall not be limited to:

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii) Epidemic, pandemic etc.

The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- i. Constitute a default or breach of the Contract.
- ii. Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure

## 28.9 Interpretation of Words

Words importing the plural shall, except where the context otherwise requires, include the singular and vice-versa. Clauses including headings shall not control the otherwise clear meaning of the text within the relevant clause, but such heading may be used to clarify the intention in case the same is not clear.

This lease transaction shall be considered as finance lease in terms of Accounting Standard -19 of ICAI.

## 29 Information Security Requirements

The vendor/service engineer should abide by ISMS policies of BHEL.

## 30 General

It is confirmed that the authorized signatories of all the three-body corporate are authorized by their

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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respective competent authority to execute this tripartite lease agreement and affix the common seal, where applicable.

This tri partite agreement is prepared in triplicate and each contracting party will retain one original for their records and reference.

### **31 Indemnity**

Vendor shall defend, indemnify and hold harmless Lessee from and against any and all Third Party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Equipment supplied, installed and Leased to Lessee, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, Civil, Criminal or any other action.

### **32 Infringement Claim**

The term Infringement Claim means any claim that the manufacture, use, offer to sell, sale, Lease or other exploitation of any Product infringes, misappropriates or otherwise violates any patent right, copyright, trademark right, trade dress right or other intellectual property right of any Third Party in any jurisdiction worldwide, use by Lessee of the Product in connection with or in combination with any hardware, software, network system, network protocol, products, equipment, material, content, information or data not supplied, installed by the lessor and vendor.

### **33 Indemnification Demand to Defend:**

If Lessee makes a demand for Lessor and / or Vendor to defend an Infringement Claim made against Lessee, Lessor and / or Vendor shall indemnify, defend and hold harmless Lessee from, against and in respect of any and all Losses arising out of or relating to such Infringement Claim and, in the case of Losses that involve obligations in the nature of an injunction, shall secure for Lessee the right to continue exploiting the applicable Product or shall provide non-infringing specifications for a new Product and secure the right to continue to exploit any remaining inventory of the existing Product. Once Lessee makes a demand for Lessor and / or Vendor to defend an Infringement Claim, Lessee may defend against the Infringement Claim in any manner it reasonably may deem appropriate unless and until Lessor and / or Vendor assumes control of such defense. If Lessor and / or Vendor assumes the defense of the Infringement Claim, Lessor and / or Vendor must do so using counsel that is reasonably acceptable to Lessee. Lessee shall reasonably cooperate with Lessor and / or Vendor, at Lessor and / or Vendor expense, in the defense or settlement of any such Infringement Claim and shall provide access to its records and personnel as reasonably requested by Lessor and / or Vendor for the purpose thereof. If Lessor and / or Vendor refuses or fails to assume or maintain control of any such Infringement Claim, Lessee's right to indemnification pursuant to this Section shall not be adversely affected by virtue of Lessee assuming or continuing the defense thereof.

### **34 Further Assurances**

The parties agree to promptly execute and deliver to each other such further documents and take such further action as any party to this Agreement reasonably requires in order to more effectively carry out the intent and purpose of this Agreement.

IN WITNESS THEREOF the parties hereto have caused these presents to be executed in triplicate on the day, month and year first above written at [Place].

The LESSEE, LESSOR and the VENDOR hereby affix their respective Common Seals to this document in acceptance of the terms and conditions herein contained.

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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#### **LESSOR AUTHORISED SIGNATORIES**

1. Name/s: -----

Designation: -----

Address: -----  
-----

2. Name/s: -----

Designation: -----

Address: -----  
-----

#### **LESSEE AUTHORISED SIGNATORIES**

1 Name/s: -----

Designation: -----

Address: -----  
-----

2. Name/s: -----

Designation: -----

Address: -----  
-----

#### **VENDOR AUTHORISED SIGNATORIES**

1 Name/s: -----

Designation: -----

Address: -----  
-----

2. Name/s: -----

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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Designation: -----

Address: -----

-----

### **WITNESSES**

1 Name/s: -----

Designation: -----

Address: -----

-----

2. Name/s: -----

Designation: -----

Address: -----

-----

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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## ANNEXURE

### SCHEDULE – A (EQUIPMENT DETAILS)

S. No.	Hardware description	Quantity	Location	Acquisition Cost without tax

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

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#### SCHEDULE B - LEASE RENTAL PAYMENTS

##### Pricing Expiration Date: *[specify]*

**LESSOR** is not obliged to purchase the Equipment if the Acceptance Date occurs on or after the Pricing Expiration Date.

##### Rental Due Dates:

Rentals will be payable on a quarterly in arrears basis with a single Rental installment payable per quarter.

Sl.No.	Rental Period		Invoice Date	Quarterly Rental Charges
	From	To		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

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Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).

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### SCHEDULE C - MAINTENANCE CHARGE PAYMENTS

#### Maintenance fee Due Dates:

Maintenance fee will be payable on a quarterly in arrears basis with a single maintenance fee payable per quarter.

Sl.No	Rental Period		Invoice Date	Quarterly Maintenance Charges
	From	To		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				

Place / स्थान:

Date / दिनांक:

Signature of Authorized Signatory

with seal & full address

## SCHEDULE D: ACCEPTANCE CERTIFICATE

[Name] ("LESSOR") and Bharat Heavy Electricals Limited ("LESSEE") are parties to this Agreement.

All capitalized terms used in this Acceptance Certificate without definition have the meanings given to them in the Agreement.

### 1 Lease Acceptance

LESSEE acknowledges that the Equipment described in Schedule I has been:

- a. delivered to the Equipment Location specified in Schedule A, inspected by LESSEE and found to be in good operating order and condition, and has been accepted by LESSEE under the lease created under this Agreement on the Acceptance Date specified below; and
- b. the Commissioning and installation of the Equipment by the VENDOR has been completed to LESSEE's satisfaction on the Acceptance Date specified below.

### 2 Acceptance Date

The Acceptance Date is \_\_\_\_\_.

You:

Signed for and on behalf of LESSEE by:

Place / स्थान:  
Date / दिनांक:

Signature of Authorized Signatory  
with seal & full address

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# **General Conditions of Contract (GCC) for Work Order- Services**

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Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

WCM Dept. / 3<sup>rd</sup> Floor, 24 Bldg. / BHEL, Trichy-14  
Regd. Office: BHEL HOUSE, Siri Fort, New Delhi – 110 049

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**CHAPTER -1**

**1. GENERAL INSTRUCTION TO TENDERERS**

**1.1. DESPATCH INSTRUCTION**

- i. The General Conditions of Contract form part of the Tender specifications. **For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the NIC portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc, he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii. Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Entering into this pact shall be a preliminary qualification.

**1.2. SUBMISSION OF TENDERS**

- 1.2.1. The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT. Tenders shall be submitted through NIC portal as per instruction in NIT.
- 1.2.2. Tenderers to upload offers well in advance in order to avoid last minute congestion in NIC website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3. Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in NIC portal.
- 1.2.4. Tenderers whose bids are found techno commercially qualified shall be notified through NIC system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5. The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
- 1.2.6. The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio- political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
- 1.2.7. The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
  - a) the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works
  - b) the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works

Place:  
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- c) the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

**1.3. QUALIFICATION OF TENDERERS**

- i. Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/ or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii. Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii. The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- iv. Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

**1.4 EVALUATION OF BIDS**

- i. Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii. In case the same qualifying experience is claimed by more than one agency, then:
  - a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
  - b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii. In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv. Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v. Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi. Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.
- vii. Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects.

**1.5 DATA TO BE ENCLOSED**

Full information shall be given by the tenderer in respect of the following. Non- submission of this information may lead to rejection of the offer.

**i) INCOME TAX PERMANENT ACCOUNT NUMBER**

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.

**ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.**

Place:  
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**iii) IN CASE OF INDIVIDUAL TENDERER:**

His / her full name, address, PAN and place & nature of business.

**iv) IN CASE OF PARTNERSHIP FIRM:**

The names of all the partners and their addresses, copy of the partnership deed/ instrument of partnership dully certified by the Notary Public shall be enclosed.

**v) IN CASE OF COMPANIES:**

- a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

## **1.6 AUTHORIZATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Annexure-15) shall be submitted.

## **1.7 EARNEST MONEY DEPOSIT**

**1.7.1.** Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- i. EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.
- ii. The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:
  - a. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
  - b. Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c. Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals
  - d. Limited' and payable at Regional HQ issuing the tender (along with offer).
  - e. Insurance Surety Bonds
  - f. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.7.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.
- iii. No other form of EMD remittance shall be acceptable to BHEL.
- iv. Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through e Procurement portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee / Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.

**1.7.2** 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. OR
- ii. The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI / LOA/ Contract or refuse to accept the LIO/LOA/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" of BHEL and forfeited/ released based on the action as determined under these guidelines.

**1.7.3** EMD shall not carry any interest.

**1.7.4** EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

**1.7.5** Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee shall be retained by BHEL until the receipt of the Security Deposit.

Place:  
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**1.8 SECURITY DEPOSIT**

1.8.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

1.8.2 The Security Deposit shall be furnished before start of the work by the contractor.

1.8.3 The required Security Deposit 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) 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).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions should be mandatorily through SFMS (Structured Financial Messaging System) only as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Insurance Surety Bonds.

**Note:**

- i) 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.
- ii) In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill

1.8.4 The Security Deposit shall not carry any interest.

1.8.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

1.8.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months.

1.8.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

**1.9 RETURN OF SECURITY DEPOSIT**

Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.

**1.10 BANK GUARANTEES**

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i. Bank Guarantees from Scheduled Banks / Public Financial Institutions should be mandatorily through SFMS (Structured Financial Messaging System) only as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions / in other modes shall not be accepted.
- ii. The Bank Guarantees shall be as per prescribed formats.
- iii. It is the responsibility of the bidder to get the Bank Guarantees revaluated/extended for the required period as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

Place:

Date:

Signature of Authorized Signatory  
with seal & full address

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- iv. In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the BHEL unit issuing the LOI/LOA.
- v. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi. Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii. The Original Bank Guarantee shall be submitted to BHEL Trichy/ WCM dept. of BHEL unless specified otherwise in TCC.

**1.11 VALIDITY OF OFFER**

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

**1.12 REJECTION OF TENDER AND OTHER CONDITIONS**

1.12.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a) To reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers as per NIT.
- c) To award the work in part if specified in NIT.
- d) In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.12.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.12.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with 'NIT'. The decision of BHEL will be final in this regard.

1.12.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.

In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.

Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause

1.12.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.12.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.12.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

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1.12.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.12.9 The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.

1.12.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.

1.12.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

1.12.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**1.13 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION**

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

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**CHAPTER-2**

**2.1 DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI - 110 049, and its office at ..... (inviting tenders) (Name of the Unit or Power Sector Regional Offices or its Authorized Officers.
- ii) "EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region.
- iii) "COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- iv) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers of the respective units. For the purpose of joint measurement, verification, certification and/ are approval of the work and/ or documents under the contract the word "Engineer" or "Engineer Incharge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.
- v) "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
- vi) "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- vii) "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum's, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi) "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii) "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
- xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- xv) "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xvi) "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii) "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
- xviii) "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender

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and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

- xix) "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx) "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi) 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
- xxii) "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiii) "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- xxvi) 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
- xxvii) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- xxviii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- xxix) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
- xxx) "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- xxxi) "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.
- xxxii) "OVERRUN CHARGES (ORC)" shall mean and include all the costs incurred by the Contractor during the extended period of the contract, including but not limited to any cost arising out of idle labour, administrative cost, T & P and machinery.

## **2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

The contract shall be governed by the Laws of India. Subject to clause 2.15 of this contract, the Civil Court having original Civil Jurisdiction at **Respective Units / Region** shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

## **2.3 ISSUE OF NOTICE**

### **2.3.1 Service of notice to the Contractor**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

### **2.3.2 Service of notice to BHEL**

Any notice to be given to BHEL In-charge of the Region under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.

## **2.4 USE OF LAND**

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

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**2.5 COMMENCEMENT OF WORK**

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.

2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

**2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:**

2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing and approved by contract executing department.

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons authorized on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents with an additional recording of the dispute, if any and shall sign with the following declaration:

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order\* except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). -

a).....

b).....

c) .....

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All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

### **2.7 RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

**2.7.1** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.

Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.

### **2.7.2 BREACH OF CONTRACT, REMEDIES AND TERMINATION**

*In addition to the clause mentioned in TCC Clause No : 3.21 of TCC the following conditions will also applicable in this tender.*

#### **LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract= X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e.  $T2=[1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

#### **2.7.2.2 Remedies in case of Breach of Contract.**

*In addition to the clause mentioned in TCC Clause No : 3.22 of TCC the following conditions will also applicable in this tender.*

2.7.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.

2.7.5 Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL

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claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.

- a. Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)
- b. It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.
- c. Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.
- d. If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.
- e. Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

2.7.6 While every endeavour will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:

- i) suspension of work(s) at a Project either by BHEL or Customer, or
- ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months.

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

- a. The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
- b. There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
- c. The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated

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value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

**Note:** The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

**2.7.9 LIQUIDATED DAMAGES (REFER Clause 3.10 of TCC)**

**2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.

2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 2.8.3.

2.8.4 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.

2.8.5 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

**2.8.6 Not Applicable**

2.8.7 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

**2.8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.**

2.8.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.8.10 The contractor shall ensure that no damage is caused to any person/property of other parties working at site/company" premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.11 All the properties/equipments/components of BHEL/their Client/Customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/Customer.

2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by

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BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.

2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.

2.8.14 Any delay in completion of works/or non-achievement of periodical targets/or non-execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.16 All safety rules and codes applied by the Customer /BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.

2.8.17 The contractor shall be directly responsible for payment of wages to his workmen/labours before the expiry of seven days from the last day of wage period and to ensure disbursement of salary/wages for their workmen only through Bank (RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

2.8.19 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Customer whichever is earlier.

2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

2.8.22 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

2.8.23 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure

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that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall recover the loss from the contractor.

2.8.25 For all works having contract value of Rs. 5,00,000/- or above, BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- 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 manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- 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 Lakh).
  - ii) In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- 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.

2.8.26 Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

2.8.27 Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.

2.8.28 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

**2.9 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION**

2.9.1 A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme.

Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.

Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.

Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month.

BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.

Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months)

The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/ information including manpower, consumables, T&P mobilization etc. as desired by BHEL.

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2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

2.9.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

**2.10 TIME OF COMPLETION**

2.10.1 The time for completion shall be as mentioned in the LOA/Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified/notified in writing by BHEL Engineers.

2.10.2 Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11.

**2.11 EXTENSION OF TIME FOR COMPLETION**

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL.

2.11.2 Based on the F-14 formats, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under Clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.

2.11.4 Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.

**2.12 INSURANCE**

*In addition to the clause mentioned in TCC Clause No : 3.15 of TCC the following conditions will also applicable in this tender .*

2.12.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.

2.12.2 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.12.3 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

2.12.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance

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claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

**2.13 STRIKES & LOCKOUT**

2.13.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.

2.13.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

**2.14 QUANTITY VARIATION**

2.14.1 The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC."

**2.15 FORCE MAJEURE (REFER Clause 3.20 of TCC)**

**2.16 Settlement of Dispute-(REFER Clause 3.25 of TCC)**

**2.16.1 Conciliation:-(REFER Clause 3.26 of TCC)**

**2.16.2 ARBITRATION:-(REFER Clause 3.27 of TCC)**

**2.16.4 NO INTEREST PAYABLE TO CONTRACTOR**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

**2.17 CLOSING OF CONTRACTS**

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://siddhi.bhel.in> only.

**2.18 SUSPENSION OF BUSINESS DEALINGS**

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)

**2.19 LIMITATION ON LIABILITY:**

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no

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circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

**2.20 Cartel Formation**

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

**2.21 Fraud Prevention Policy**

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

**2.22 Order of Precedence**

In the event of any ambiguity or conflict between the contract Documents, the order of precedence shall be in the order below:

- a. Contract agreement with its Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)
- e. Special Conditions of Contract (SCC)
- f. General Conditions of Contract (GCC)
- g. Forms and Procedures

**2.23 OTHER ISSUES**

2.23.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.23.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.23.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.

**GENERAL CONDITIONS OF THE CONTRACT FOR FACILITY MANAGEMENT (MAINTENANCE), MANPOWER SUPPLY AND SECURITY SERVICES**

CL AU SE NO.	DESCRIPTION	CLAUSE
	<b>CONTRACT PERIOD</b>	The contract will commence on the date as mentioned in the contract/agreement and will remain in force for a period of _____. However, this Agreement shall be liable for termination by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
	<b>CONTRACT DOCUMENTS</b>	"Contract Documents" shall include the Contract Agreement, Scope of Work, Special Conditions of the Contract (SCC), General Conditions of the Contract (GCC), Scope of Work, Commercial Conditions of the Contract, amendments, schedules and any other document specified in the contract agreement.

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		This agreement is the outcome of joint efforts of the parties.
	<b>INTERPRETATION OF THE CONTRACT</b>	<p>3.1 Subject to the order of precedence as set out in Sub- Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document.</p> <p>3.2 In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below-</p> <ul style="list-style-type: none"> <li>i) Contract Agreement;</li> <li>ii) Commercial Terms of the Contract;</li> <li>iii) Special Conditions of the Contract; and</li> <li>iv) General Conditions of the Contract</li> </ul> <p><i>Note: Any annexure to any of the above shall be read along with the covering document.</i></p> <p>3.3 In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor.</p> <p>3.4 Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other.</p> <p>3.5 All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.</p>
	<b>Compliance with BHEL's Fraud prevention policy.</b>	The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants associated with the scope of work shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
	<b>Maintaining Quality of the Job and rectification of any deficiency</b>	The Contractor will be responsible for the quality of the job as per the specifications and will immediately rectify the deficiency pointed out in the job performed.
	<b>SUBCONTRACTING</b>	The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
	<b>TERMINATION OF CONTRACT</b>	BHEL reserves the right to terminate the whole or part of the contract without assigning any reason by giving prior written notice of 30 days. The notice of termination shall specify, the portion/scope of the contract which stands terminated and the date on which such termination becomes effective. No compensation for termination shall be payable to the contractor. However, the Contractor shall be entitled to receive contract price for the services rendered upto the date of termination after effecting recoveries due from the contractor. The Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
	<b>Liquidated Damages and Penalties</b>	The Contractor shall be liable to BHEL for liquidated damages and penalties in accordance with the Special Conditions/commercial conditions of the contract.
	<b>RECOVERY FROM CONTRACTOR</b>	Whenever under the contract, any sum of money is recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or from his security deposit, or the contractor shall pay the claim on demand.

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	<b>POST PAYMENT AUDIT OF WORK &amp; BILLS</b>	BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof. However, no such recovery shall be enforced after three years of payment of the final bill.
	<b>CONFIDENTIAL INFORMATION</b>	<p>The Contractor agrees &amp; acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. Such information shall be considered as confidential. The contractor agrees to keep it confidential &amp; secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.</p> <p>The above condition shall however not apply to that information, which-</p> <ul style="list-style-type: none"> <li>i. now or hereafter enters the public domain through no fault of that party;</li> <li>ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and</li> <li>iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul> <p>The provisions of this Clause shall survive termination for a period of _____ years, for whatever reason, of the Contract.</p>
	<b>SETTLEMENT OF DISPUTES</b>	<p>13.1 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 contract/tender 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.</p> <p>13.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</p> <p>13.3 In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.</p> <p>13.4 A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution.</p> <p>13.5 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes.</p> <p>13.6 The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution.</p> <p>13.7 The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL.</p>

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	<p>13.8 The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator.</p> <p>13.9 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings.</p> <p>13.10 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party.</p> <p>13.11 It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the amount involved in the disputes is less than Rs.10 crores.</p> <p><b>Note:</b> Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.</p>
<b>APPLICABLE LAWS AND JURISDICTION OF COURTS</b>	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The court of competent civil jurisdiction at the place of the concerned BHEL Unit awarding the contract and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
<b>DEFAULT/BREACH OF CONTRACT AND CONTRACTOR's OBLIGATION</b>	If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide / services or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/ Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) under the contract or other legal remedies.
<b>TERMS OF PAYMENT</b>	<p>17.1 The Contract Price shall be paid by BHEL to the Supplier as per the terms specified in Special Conditions of the Contract.</p> <p><b>17.2 Discrepant Amounts</b> In the event BHEL finds any discrepancy, within fifteen (15) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within fifteen (15) days of receipt of notice regarding such discrepant amount. If Contractor's documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by</p>

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**Rate contract for Supply, Installation and Maintenance of PC, Laptop, Workstation, UPS and other IT Hardware for a period of Five Years on lease basis across the BHEL (UNIT, REGION & SITE'S).**

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		<p>the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 13.</p> <p>17.3 Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier.</p> <p>17.4 The Contractor agrees that no interest shall be payable by BHEL on any amount due under this contract.</p>
	<b>NO CLAIM CERTIFICATE</b>	<p>The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor has signed a "no claim certificate (<b>WAM 10</b>)" in favour of BHEL or in such forms as shall be required by BHEL after the works are finally accepted.</p>
	<b>LIASONING WITH LOCAL AND STATE AUTHORITIES</b>	<p>Contractor will co-ordinate with state and local authorities for the work being done, as and when needed.</p>
	<b>REPORTING</b>	<p>Contractor will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Contractor.</p>
	<b>COMMISSION EMPLOYMENT FOR</b>	<p>21.1 The Contractor hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its workforces/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Contractor further agrees that it will not indulge in any unethical practices and acknowledges that any noncompliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case BHEL shall have the right to take appropriate independent actions including termination of the Contract and actions as deemed fit.</p> <p>21.2 After award of contract, if the Contractor is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Contractor will be blacklisted. Any amount received from its manpower as registration or any fees by the Contractor will be recovered from the pending bills and will be paid directly to the concerned manpower.</p>
	<b>CONTRACTOR'S REPRESENTATIVE</b>	<p>The Contractor shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services of the persons deployed could be availed without any disruption.</p>
	<b>STATUTORY OBLIGATIONS/ COMPLIANCES/ REQUIREMENTS</b>	<p>23.1 Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his workforces. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might become applicable to the place of work with regard to the performance of the work under the contract. Contractor shall indemnify BHEL against all claims and losses arising out of any non-compliance and violation of any applicable Law in connection with the subject matter of the contract. Contractor, wherever applicable, shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.</p> <p>23.2 The Contractor shall alone be responsible for Compliance of all labour legislation's (as may be amended from time to time) in respect of persons employed by or through him and deputed for the services being provided to BHEL.</p>

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	<p>23.3 Minimum rates of wages shall be as per the notifications of concerned State Government/Appropriate Government from time to time.</p> <p>23.4 The Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislations in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities and produce the same on demand. <b>The Contractor</b> shall keep itself updated of the various labour laws as applicable to it and which may become applicable to it from time to time and shall take effective and speedy steps to comply with the same. In the event of breach of any law as applicable to its personnel or otherwise, by the contractor, <b>the Contractor</b> alone shall be responsible and liable for legal action that may arise as a result of such breach or violation and consequences thereof, if any.</p> <p>23.5 The Contractor shall ensure to pay the entire wages payable by it under Minimum Wages Act as applicable from time to time to the workforce deployed / to be deployed and further ensure to deposit the PF and ESI contribution on such gross wages with the appropriate authorities within due dates and shall submit the copy of challan for the PF &amp; ESI contribution deposited by it along with its details to BHEL as and when called upon to do so. It is agreed that BHEL shall be entitled to withhold contractor's payment, should the contractor fail to submit records of statutory compliances as and when called for, until such record is produced before BHEL. <b>If it is discovered that the Contractor has failed in its statutory compliances, BHEL shall terminate the Contract.</b></p> <p>23.6 The <b>Contractor</b> will regulate recruitment, terms &amp; conditions of employment, welfare amenities, disciplinary action, grievance handling, transfer, promotion, wages, allowances, leaves/holidays &amp; benefits, provision for lunch, etc. of personnel deployed with BHEL.</p> <p>23.7 The Contractor shall ensure that the personnel deployed in the premises of BHEL follow the safety norms, rules, regulations and instructions strictly including prohibiting smoking inside the Premises.</p> <p>23.8 The Contractor shall prepare and disburse wages/salaries of its personnel latest by 7<sup>th</sup> of every month or as prescribed by law from time to time and shall not delay the same for any reasons whatsoever. <b>The Contractor</b> shall provide <b>BHEL</b> with a copy of salary/wage payment register duly certified by <b>it</b> as and when required by BHEL. <b>BHEL</b> shall be entitled to depute its representative to oversee the disbursement of wages/salaries.</p> <p>23.9 The Contractor <b>shall</b> be liable to pay retrenchment compensation, notice pay, gratuity or bonus as payable to its personnel as and when required and BHEL shall not be liable for any such obligation of the <b>Contractor</b>.</p>
<b>DEATH CUM ACCIDENTAL INSURANCE POLICY</b>	<b>The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract.</b> The coverage shall be of Rs. <b>5.00 Lakhs</b> per individual. The sum assured (Rs. <b>5.00 Lakhs</b> ) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. <b>5.00 Lakhs</b> to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the

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		workforce under the above-mentioned insurance scheme at all times during the validity of contract. The Contractor have to assess the premium of insurance cover for the entire contract period. Contractors should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
	<b>CONTRACTOR'S OBLIGATIONS</b>	<p>25.1 The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, overtime, Uniform etc.; for the personnel deployed by the contractor and other obligation arising under the applicable law at present and hereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, including costs incurred thereon. In such an event, the nominated officer of BHEL shall be entitled to recover the amount so incurred, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the amount due, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.</p> <p>25.2 Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job.</p> <p>25.3 The Contractor shall perform the work assignments to the satisfaction of BHEL. In case of unsatisfactory performance by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve within 7 days from the date of the above intimation, then, BHEL shall have the right to terminate the contract by giving one month's notice. BHEL shall also have the right to recover its damages (10%) from the Security Deposit received from the Contractor or any other financial holds including future invoices in the present or any other contract between the parties.</p> <p>25.4 The Contractor shall exhibit its licence (Labour Licence if applicable etc.) or copy thereof in a conspicuous place at its place of work in BHEL premises. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).</p> <p>25.5 Contractor shall ensure necessary assistance by its workforce to the police or to BHEL's authority in the process of any investigation pertaining to the activities of the Contractor.</p> <p>25.6 It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him. In the event, any personnel approach the Competent Authority under any law or to the Court, the entire expenses in this behalf shall be borne by the Contractor.</p> <p>25.7 The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.</p> <p>25.8 Personal bag &amp; baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.</p>

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	<p>25.9 The contractor shall ensure that while on duty, his workforce puts proper uniforms in distinctive color code and in neat &amp; clean conditions issued to them by the Contractor.</p> <p>25.10 For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.</p> <p>25.11 The contractor shall not deploy any workforce below the age of 18 years.</p> <p>25.12 The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.</p> <p>25.13 The contractor's workforce shall not indulge in entertaining their guests/outsiders in the work premise during their working hours.</p> <p>25.14 While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.</p> <p>25.15 All the consumable materials will be of standard quality as mentioned in the scope of services and that will be verified by the Company Representative before the use.</p> <p>25.16 The Workforce deployed by the Contractor shall have no right or claim or complaint of any nature whatsoever against BHEL including permanent absorption in BHEL. Any complaint as regards the working condition or dispute of any nature can only be taken up through the Contractor.</p>
<b>CARE &amp; TREATMENT:</b>	Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. <b>Provisions of First Aid Facility should be provided &amp; maintained by the Contractor so</b> , as to be readily accessible during all working hours. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / illness due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.
<b>REGISTERS AND RECORDS AND COLLECTION OF STATISTICS</b>	All registers and other records required to be maintained under various Labour Laws / Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometres. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to Contractor's workforce at any time by an order in writing, the same should be provided without fail. The

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	<p>contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below.</p> <p><b>27.1 Contract Labour (Regulation &amp; Abolition), Act, 1970 &amp; Payment of Wages Act, 1936:</b></p> <ul style="list-style-type: none"> <li>Employee Register in FORM- A.</li> <li>Wage Register in FORM- B.</li> <li>Register of Loan / Recoveries in FORM- C</li> <li>Attendance Register in FORM- D.</li> <li>Employment Card in FORM – XII</li> <li>Copies of Wage Slips in FORM – XIX.</li> <li>Copies of Half-Yearly Returns in in FORM –XXIV.</li> </ul> <p><b>27.2 Employee State Insurance Act, 1948:</b></p> <ul style="list-style-type: none"> <li>Register of employees in FORM-6</li> <li>Accident Book in FORM-11</li> </ul> <p><b>27.3 Employees Provident Fund &amp; Miscellaneous Provisions Act, 1952:</b> The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPF Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund &amp; Miscellaneous Provisions Act 1952, and The ESI Act 1948.</p> <p><b>27.4 The Payment of Bonus Act, 1962:</b></p> <ul style="list-style-type: none"> <li>Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in <b>FORM- C</b>.</li> <li>The contractor shall send a return in <b>FORM - D</b> to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.</li> </ul> <p><b>27.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:</b> Ministry of Labour &amp; Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below:  <a href="http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-undervarious-labour-laws-rules-2017">http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-undervarious-labour-laws-rules-2017</a></p> <ul style="list-style-type: none"> <li>Employee Register – FORM A. ( As applicable )</li> <li>Wage Register – FORM B. ( As applicable )</li> <li>Register of Loan/Recoveries – FORM C ( As applicable )</li> <li>Attendance Register – FORM D ( As applicable )</li> </ul>
<b>RETURNS UNDER LABOUR LAWS</b>	The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts <i>{(1) Payment of Wages Act, 1936 (2) Minimum Wages Act, 1948 (3) Contract Labour (Regulation and Abolition) Act, 1970 (4) Maternity Benefit Act, 1961 (5) Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 (6) Payment of Bonus Act, 1965 (7) Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979 (8) Industrial Disputes Act, 1947 (9) The Mines Act}</i>

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		1952} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.
	<b>COMPLIANCE WITH BHEL RULES</b>	The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
	<b>INDEMNITY</b>	The Contractor shall indemnify and compensate BHEL against any liability that BHEL is subjected to on account of any statutory or contractual violation including any liability arising under the Contract Labour (Regulation and Abolition) Act, 1970 towards the workforce engaged by the contractor. BHEL shall be entitled to recover its losses arising out of such liability from the security deposit or other financial holdings in the contract. The Contractor shall also indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract.
	<b>COMPANY REPRESENTATIVE</b>	BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.
	<b>WITHDRAWAL OF WORKFORCE</b>	In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately.
	<b>INSTRUCTION BOOK</b>	The Contractor shall maintain an instruction book at job premises, serially numbered on each page, so that BHEL's visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Company Representative or any other authorized representative of BHEL and their comment be recorded in the instruction book.
	<b>IDENTITY</b>	The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
	<b>ATTENDANCE RECORD</b>	Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL as and when called for. Contractor shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Contractor is required to install Biometric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises. However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.

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	<b>CHARACTER VERIFICATION ANTECEDENCE</b> <b>AND</b>	<p>The contractor should get the character / antecedents of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging &amp; deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement. Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed subject to verification as explained above.</p>
	<b>CHARGES FOR EXTRA SERVICES</b>	<p>The Contractor shall be entitled to claim additional charges for extra services beyond the initial scope of work at the rates agreed under the Special Conditions of the Contract. In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions from Company Representative of BHEL. The Contractor shall ensure that the personnel deployed by it receive their overtime charges as prescribed under the law applicable at the place of deployment, if they are made to work for extra hours or on holidays by the Contractor.</p>
	<b>WORKING DAYS / HOLIDAYS / LEAVE</b>	<p>38.1 All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days or as laid down in the prevailing laws. No deduction shall be made by the Contractor from the wages of any workforce on account of Weekly-Off, National Holidays or Public Holidays. Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for 8 ½ Hrs. with a break of half-an-hour after every 04 Hrs. or as provided under the applicable law from time to time. The Contractor's shall ensure that its workforce is granted leaves as per the applicable Shops and Establishment Act or Factories Act as amended from time to time.</p> <p>38.2 Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of one year i.e. annual basis (and not with every monthly bill).</p> <p>38.3 If there are any changes in statutory laws / periodicity of payment of leave entitlement or if any other leave / holidays are enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly. The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.</p>
	<b>WORKING TIME &amp; NATURE OF SERVICES</b>	<p>The contractor shall perform all the job / services as details mentioned in the scope of work.</p>
	<b>SAFETY, HEALTH AND ENVIRONMENT (SHE) MANAGEMENT</b>	<p>40.1 All necessary precautions for safety of the man / machine, fire hazard &amp; environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.</p> <p>40.2 The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.</p> <p>40.3 <b>Safety and Personal Protective Equipment:</b> Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and</p>

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	<p>maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in damages in law and any applicable penalties in line with Special Conditions of the Contract.</p> <p><b>40.4 Safety Training:</b> The contractor must ensure that its workforces have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.</p> <p><b>40.5 Safety and Health Plan:</b> The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project specific requirements that BHEL has specified.</p> <p><b>40.6</b> It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "<b>National Policy on Safety, Health and Environment at Workplace</b>".</p>
	<b>BHEL'S RIGHT TO WITHDRAW / RELAX</b>
	<b>NO EMPLOYER EMPLOYEE RELATIONSHIP</b>
	<b>FACILITIES AND UTILITIES TO BE PROVIDED BY THE BHEL TO CONTRACTOR AT SITE</b>
	<p><b>43.1 WATER &amp; ELECTRICITY:</b> Water &amp; electricity shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity for the services to be provided to BHEL. BHEL does not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same.</p> <p><b>43.2 STORES:</b> The contractor shall be provided free of cost a space for storing the materials related to the scope of work which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. The safety &amp; security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.</p>
	<b>CONTRACTOR'S WORKFORCE</b>

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	<p>know operations that involve the performance of simple duties, which require the experience of little or no independent judgment or previous experience although familiarity with the occupational environment is necessary.</p> <p>ii) <b><u>TYPE-B- Semi-skilled (SSW) / Non- Matriculate:</u></b> For providing services at Job- Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope.</p> <p>iii) <b><u>TYPE-C- Skilled (SW)/Work Supervisor (SW) / Matriculate:</u></b> For providing Services at Job Premise, the Contract has to deploy skilled workforce who must be Matriculate (10th Pass), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough &amp; comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer. The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for TYPE-A, TYPE-B &amp; TYPE-C (mentioned above) on the basis of their skills/experience etc.</p> <p>44.3 Efficiency, promptness, quality service, good behavior and politeness of the workforce are shall be ensured at all times. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area at the BHEL premises.</p> <p>44.4 The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases. The contractor shall get his employee medically examined on regular intervals and such reports shall be produced as and when called upon by BHEL.</p> <p>44.5 The persons deployed by the Contractor shall not be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.</p> <p>44.6 No medical facilities or reimbursement or any sort of medical claims thereof in respect of workforces provided by the Contractor will be entertained by BHEL.</p> <p>44.7 The Contractor shall furnish the following documents in respect of the manpower deployed by them to BHELs premise/ designated premise in the given time limit:</p> <ul style="list-style-type: none"> <li>• List of persons deployed (monthly)</li> <li>• Biodata/resume with antecedents' details (at the time of deployment)</li> <li>• Copy of Aadhaar Card of the candidates (at the time of deployment)</li> <li>• Identity Cards issued by Contractor bearing photograph (within 8 days of joining)</li> <li>• Identity proof and residential proof (at the time of deployment)</li> <li>• Copy of police verification certificate (at the time of deployment)</li> <li>• Copy of birth certificate, if required (at the time of deployment - for domicile purpose)</li> </ul> <p>44.8 For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Rules &amp; Acts in respect of manpower so deployed. The persons deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship with BHEL. No deployed manpower shall be allowed to stay in the BHEL's premise/ designated premise unnecessarily after working hours without BHEL's permission.</p>
	<p><b>SUPERVISION OF CONTRACTOR'S WORKFORCE</b></p> <p><b>SUPERVISORY SERVICES:</b> Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication</p>

Place:  
Date:

Signature of Authorized Signatory  
with seal & full address

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	<p>facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:</p> <p>45.1 Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.</p> <p>45.2 Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms &amp; conditions of the tender document.</p> <p>45.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.</p> <p>45.4 To report / intimate any constraint in writing, if so felt, during the execution of designated works by his team of workforce.</p>
<b>ASSIGNMENT</b>	The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.
<b>TERMINATION</b>	<p><b>47.1 Termination for BHEL's Convenience</b></p> <p>(i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.</p> <p>(ii) Upon receipt of the notice of termination under Sub clause 1), the Contractor shall, either immediately or upon the date specified in the notice of termination,</p> <p>(a) cease all further work, except for such work as BHEL may specify in the notice of termination; and</p> <p>(b) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.</p> <p>(c) In the event of termination of the Contract under Sub clause 1), the BHEL shall pay to the Contractor the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;</p> <p><b>47.2 Termination for Contractor's Default</b></p> <p>(i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:</p> <p>a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and</p> <p>b) has abandoned or repudiated the Contract or has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance after receiving a written instruction from the BHEL to proceed;</p> <p>c) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract; then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.</p> <p>a) Upon receipt of the notice of termination under Sub clause 1), the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.</p>

Place:  
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		<p>(ii) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.</p> <p><b>47.3 Termination by Contractor</b></p> <p>(i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor shall give a notice to BHEL of the same.</p> <p>(ii) If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled terminate the Contract.</p> <p>(iii) In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination</p>	
	SUSPENSION BUSINESS DEALINGS	OF	BHEL reserves the right to take action against Contractors who either fail to perform or indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

Place:  
Date:

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