



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Phone: 25146145

NOTICE INVITING TENDERS

1	Tender Reference	BHEL/ESD/FS/AMC/AC/19-20 dtd. 06.12.2019
2	Name of the work	Operation and Comprehensive Annual Maintenance Contract for Air-conditioning Plants at BHEL/ESD, Electronics city
3	Period of contract	24 Months
4	Earnest Money Deposit (To be submitted along with technical bid)	Rs.1,70,300/-
5	Estimate	Rs.85.15(Inclusive of GST)
6	Last Date & Time for the receipt of Completed Tender	13.12.2019 2:00 PM
7	Date & Time for Tender Opening (Technical Bid)	13.12.2019 2:15 PM
8	Place of submission of completed Tender	Tender Box marked "Friday" kept at the reception of BHEL-ESD, Electronics City,Bangalore-100

This tender document contains **41 pages** + General Conditions of Contract

I. Technical cum commercial Bid : Pages from 3- 32 (part-I)

- Information part (Page No. 3)
- Essential Criteria for Techno – Commercial Acceptance of Bid (Page No. 4 - 9)
- Instructions to tenderers,BHEL-GCC extracts,HSE policy (Page No. 10 – 31)
- Scope of Work and general conditions(Page No. 32 – 40)

II. Price Bid: Page 41 (part-II)-To be submitted in separate envelope

III General Conditions of Contract

Note:

- The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
- The tenderer shall return the duly filled in tender document after affixing signature on all pages.
- Prices has to be quoted items wise separately as per price bid format page No. 32 only.
- The rights to award contract either in whole or part rests with BHEL.
- Part – 1 to be filled and submitted without leaving blank.
- The Tenderers shall ensure the following



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- a) Put “Technical cum Commercial bid (Part – I)” and “Instructions to Tenderers” together in one envelope
- b) Put “Price bid (Part – II)” separately in a second envelope.

Bharat Heavy Electricals Limited
Electronic Systems Division, Hosur Road, Bangalore – 560 100.

- c) Both these envelopes shall be separately sealed and submitted by putting together in another sealed envelope
- d) All the sealed envelopes shall be properly identified with necessary information such as
 - 1) Tender reference
 - 2) Name of tender as “ Offer for Operation and Comprehensive AMC for Air-conditioning plants at BHEL-ESD, Electronics City
 - 3) Whether Technical cum Commercial bid or Price bid on the both the envelopes
 - 4) Date of tender opening



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PART - I
TECHNICAL-CUM-COMMERCIAL BIDS
(To be furnished by the bidder)

Name of work : Operation and Comprehensive Annual Maintenance contract Air-
Conditioning plants at BHEL/ESD, Electronics city

Tender Ref : BHEL/ESD/FS/AMC/AC/19-20 Dtd. 27.11.2019

A) Information Part :

SN	Particulars	To be filled by bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone No	
	Office	
	Residence	
	Mobile No.	
5.0	Email id.	
6.0	Type of firm	Limited Company/Partnership/LLP/Proprietorship
6.1	Name of Proprietor in case of Proprietorship	
7.0	Tools & equipment details (Use separate sheet if required)	



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B) Essential Criteria for Techno – Commercial Acceptance of Bid

Fill all the columns where details are asked. Do not leave any blank column. In the column to be filled by the bidder, write Not Applicable(N.A) if the detail asked is not relevant or Strike out whichever is not applicable

SN	Particulars	To Be filled by bidder
1	Details of the enclosed performance report for having successfully completed similar works during immediate last 7 years as mentioned below: (Similar work means Operation and comprehensive AMC for Air-conditioning plants) One work not less than 71 lakhs or Two works not less than 44.33 lakhs or Three works of not less than 35.5 lakhs Note : Copy of performance report (With contract reference and value, period of contract etc , issued from the organization where the work was executed). Submission of copy of work order is NOT adequate	
2	Average Turn Over of the last three years (should not be less than 26.6 Lacs)	
2.1	Turn Over of previous financial year(2017-18) (Copy of balance sheet and profit and loss account or CA certificate to be submitted)	
2.2.	Turn over of the year before previous financial year(2016-17) (Copy of balance sheet and profit and loss account or CA certificate to be submitted)	
2.3	Turn over of two years before previous financial year(2015-16) (Copy of balance sheet and profit and loss account or CA certificate to be submitted)	



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3	Is the firm registered as per ESI act	Yes/ No
	If yes to 3.0 indicate ESI Registration No.	
	Copies of registration certificate and latest monthly contribution receipt are to be enclosed	Enclosed/Not Enclosed
	If Not registered as per ESI , please indicate the reason	
4	Is the firm registered as per PF act	Yes/ No
	If yes indicate PF Registration No.(Copies of registration certificate and latest monthly contribution receipt is to be enclosed)	
	Whether copies of latest monthly contribution paid receipt for PF enclosed or not	Enclosed/Not
	If Not registered as per PF act , please indicate the reason	



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5	Security Deposit Clause(No.57 in the Instructions to tenderers)	Acceptable/ Not Acceptable
6	Whether the tenderer has understood the scope of work as mentioned in NIT, and agrees to execute the work as per scope	Yes / No
7	Whether the contractor agrees to pay wages and allowances as per BHEL-EDN notified rates and statutory rules , as per instruction to the tenderers(Please see clause no. 51 to 54)	Yes / No
8	Payment terms as per Sl.No 6 page no 30	Acceptable/ Not Acceptable
9	On award of the contract, the contractor should pay wages to personnel deployed at BHEL-ESD on or before 7th of every month through direct bank transfer to employee	Acceptable/ Not Acceptable
10	The payment of ESI and PF contributions as per the extant rules for the full contract period will be the sole responsibility of the contractor(see clause 45)	Acceptable/ Not Acceptable



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11	Whether the tenderer has agreed to submit EMD of Rs.1,70,300/-and has submitted the same along with Technical bid.(If not enclosed the tender will not be considered)	Submitted/Not Submitted
12	Whether the tenderer has agreed to submit security deposit immediately after receipt of the work order as mentioned in the tender document.	Agreed/Not Agreed
13	While quoting, contractor should consider all future increase in minimum wages,ESI/PF contributions and other statutory Payments to be paid to the employees, during the contract period. No claim due to increase in above will be entertained	Agreed/Not Agreed
14	Whether the copy of PAN card enclosed or not	Enclosed/Not Enclosed
15	List of normal spares for preventive maintenance	Enclosed/Not Enclosed
16	Whether the tenderer has enclosed the list of technical personnel who will be in charge for this work. with details of their qualification and experience	Yes/No
17	Whether the tenderer agrees to comply with all safety standards as mentioned in the tender specification.	Yes/No
18	Whether the tenderer has provided details of the address of their local office in Bangalore along with contact numbers	Yes/No



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
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19	Whether the tenderer has enclosed the copy of Power of Attorney (If applicable).	Yes/No/NA
20	Whether the tenderer has taken up similar works in BHEL before	Yes/No
	If Yes to 21.0 , Has the tenderer left the work unfinished and pending for more than 6 months	Yes/No/N.A
	If Yes to 21.0,any bill held up with BHEL for more than 6 months after completion of work, due to default in statutory payments by the tenderer.	Yes/No/N.A.
21	GSTIN (Copy of the same to be enclosed)	Enclosed/Not Enclosed
	If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill	Acceptable/ Not Acceptable/NA
	Taxes quoted in price Bid . Fill applicable %	
	SAC Code	



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C) : Other Conditions:

1.0	Form of EMD furnished (cheque is not acceptable)	Cash /DD/ Pay Order
2.0	Cash (receipt No. and Date)	
2.1	DD Particulars	
3.0	General Conditions of Contract & NIT	Acceptable/Not Acceptable



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INSTRUCTIONS TO TENDERERS

Name of work: Operation and Comprehensive Annual Maintenance Contract for Air-Conditioning plants at BHEL – ESD ,Electronics City, Hosur Road, Bangalore – 560 100

1. Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to **DGM(FS), BHEL-ESD**, Hosur Road Bangalore – 560 100. **The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.**
3. **The offer shall be submitted in two parts**
 - a) **Technical and Commercial Bid**
 - b) **Price Bid**

The technical & commercial bid should not include prices.

The technical bid shall cover all the technical details like

- I. The Experience of the contractor – The tenderer should have experience in similar works
- II. The certificates received from the Government / Reputed organizations for having taken up similar work of equivalent value.
- III. The list of clients with their addresses, contact persons.
- IV. The list of works being done at present with the details of Contact persons and addresses.
- V. **The EMD in the form of DD drawn in favour of “Bharat Heavy Electricals Limited, Electronics Division” (EMD shall be enclosed along with Technical Bid only.)**
- IV. Prices shall be quoted in the price bid format enclosed and is to be put in a separate sealed cover

4. The contractor shall comply with all statutory regulations like ESI, PF, Contract Labour License (if applicable), Minimum Wages Act etc.,



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5. **The rate quoted shall include the wages payable to the employees, Statutory Charges like ESI, PF, Bonus, Holiday & EL wages,etc.**
6. The contractor shall issue necessary Uniform, Safety appliances like Safety Shoes, Gum Boots, Acid & Alkali Proof Hand Gloves, Masks etc. to their workers for safe operation.
7. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.
8. **Please note that if the absenteeism exceeds more than 10 % for any 3 calendar months, the contract will be terminated with one month advance notice.**
9. The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), FAX /e-mail address, Mobile phone No. etc..
10. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
11. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
12. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of **Goods & Service Tax etc.**, and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure 'C'). The tenderers shall fill amount of each item and the total on each sheet as also the grand total amount of the whole contract.
13. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
14. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract. **The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable**
15. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies arising from Acts, passed by Parliament or by State legislature and rules framed there under. The rates shall further be deemed to include statutory



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levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be entertained on any account.

16. (a) **The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.**

(b) Tenderers shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
17. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderers responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work. (P.M / Break down work / any test requirement.
18. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.
19. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof
20. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
21. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
22. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer



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P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.

23. The Earnest Money Deposit shall be submitted along with Technical bid and may be furnished in any of the following forms:

- (a) **Pay Order / Demand Draft**
- (b) **SB Collect**

24. Unless the Contractor whose tender is accepted Work Order within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
25. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of he contract so awarded.
26. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
27. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
28. The contractors who are not on the approved list of contractors of this organization must submit the following testimonials simultaneously with their tenders. These testimonials shall be signed by the person (s) issuing the same indicating their name, designation and full address.
- i. A certificate to establish that the tenderer is an independent contractor working on his own.
 - ii. At least 2 certificates from responsible officers of Government or firms of repute, regarding the tenderers capacity to undertake and carryout the work tendered for / similar work satisfactorily.



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ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

29. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
30. Tenders submitted by post should be sent by "Registered Post with Acknowledgement due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
31. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
32. If a tenderer 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 the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).
33. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They 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.
34. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
35. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
36. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
37. The expenses for completing the stamping the agreement shall be paid by the contractor.
38. Unless and otherwise stated all tendered work includes supply, erection, testing and commissioning of equipment as agreed to in the contract.
39. After completion of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.
40. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
41. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc which are not covered in the Price Bid.. In quoting



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P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

their rates, the Contractors are advised to take into account the cost of the above materials.

42. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
43. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure B.
44. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable ,equipment and after getting approval of connections from our Engineer-in-charge.
45. **The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".**
46. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
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ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.

47. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- 47.1 If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.
48. If applicable, the Contractor shall insure all his laborers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL
49. Any action brought in by anybody on BHEL regarding patent, right etc., used by contractor in execution of work shall be defended by the contractor and /or reimburse to BHEL the cost of the same.
50. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,

51. Contractor's statutory liability:

51.1 The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contractor's statutory liability:

The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
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Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Karnataka minimum wages Act, Prevention of sexual harassment at workplace Act 2013, Guidelines/notification related to SafaiKaramchari Act (as applicable) and other relevant laws/Rules applicable from time to time.

51.2 The contractor shall also comply with all statutory requirements, applicable Acts/Rules, provisions, regulations, notifications and amendment made there under by concerned authorities from time to time.

51.3 Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.

Category wise BHEL Additional amount:

Category of Contract labour	BHEL Additional Amount per month (Rs.)
Unskilled Worker (USW)	3200
Semi-skilled Worker (SSW)	3700
Skilled Worker (SW)	4100
Highly Skilled Worker (HSW)	4500

In addition to the above, as a welfare measure towards his workers who may be deployed under this contract the **Tenderer must consider Rs.40/- per day per person for Transport Allowance and Rs.10/- per day per person towards Attendance Bonus** and take it into account for the purpose of Estimate and the quoted rate shall be inclusive of the above incentives as well. Further, the Tenderer should include **Washing Allowance @ Rs.125** per month per person payable to his Workers deployed under this contract in the estimation and quote unit rate inclusive of such allowance.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
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Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

Maintain proper records of timely disbursement of wages.

51.4 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.

51.5 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.

51.6 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.

51.7 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL. These returns shall be subject to verification

whenever the statutory authorities/ inspectors visit BHEL for inspection of records of the contractors.

51.8 Contractor shall be solely responsible for non payment / delayed payment of wages / Allowances / DA, contributions under EPF & MP Act, ESI Act etc.

51.9 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
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Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

51.10 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.

51.11 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.

51.12 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.

51.13 If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in subclause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/-) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for contract labour deployed by him who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for contract labour deployed by him who are not covered under ESI Act, along with his monthly bill.

51.14 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. The contractor shall also indicate ESI No., PF No., and GSTIN No. in the techno-commercial bid.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

51.15 Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.

51.16 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.

51.17 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL .

51.18 Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.

In case of payment through Bank the contractor shall obtain signature/Thumb impression of the contract labour on the wage register every month on the day of transfer of wages to the respective contract labour.

52. Contractor shall obtain license under CL (R&A) Act, 1970.

53. The contractor is required to pay minimum bonus @ 8.33% to the labourers engaged for this work as per provision of bonus act. This is to be paid within one month of completion of each year of contract period

54. Salary to the workers is to be paid through direct bank transfer. The salary is to be paid before 7th day of every calendar month

55. Goods and Services Tax (GST):

58.1 BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain
BHEL GSTIN No.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION

P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

58.2 The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.

8.3 The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.

8.4 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.

8.5 Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.

8.6 Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.

8.7 For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the invoice.

8.8 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC,

or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor alongwith interest levied/leviable on BHEL.

8.9 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

59. SECURITY DEPOSIT

Security deposit is 5% of contract value and may be furnished in any one of the following forms

- II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL
- III. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

- IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- V. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C. BHEL, duly discharged on the back.

Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.

EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The Security deposit shall not carry any interest.

NOTE:

Acceptance of Security Deposit against Sl. No. (iii) and (v) above will be subject to hypothecation

or endorsement on the document in favour of BHEL-EDN. However, BHEL will not be liable

or responsible in a for the collection of interest or renewal of the documents or in any other

matter connected therewith.

60. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA

61 . PAYMENT TERMS:

Payment will be made within 45 days of bill submission , on satisfactory completion of the services and submission of following documents

- a) 2 nos. Original Invoices
- b) 3 Photocopies of PF & ESI challan
- c) 3 Photocopies of attendance register
- d) 3 Photocopies of monthly wages statement of payment to your employees
- e) 3 Photocopies of ECR(Electronic Challan cum Returns) for ESI and PF

62. MSME suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 at page No.53) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

ANNEXURE: 'B'

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration from an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
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Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

ANNEXURE 'C'

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to employees employed by him wages not less than minimum wages as defined in the Contractor's Labour Regulations/ Minimum Wages Act.

The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employees contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees, State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and



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Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

obtain a code Number. He shall pay the remittances towards PF under his Code Number only.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any from /Register /Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labor Regulations and/or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labor Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
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Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

SAFETY CODE

**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF
SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, contractor submit a "SAFETY PLAN" to the authorized BHEL Official. The 'Safety Plan' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contractor BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-
 - (I) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.
 - (iii) Safety Shoes conforming to IS – 1989: 1978.
 - (iv) Eye and Face Protection devices conforming to IS – 8520: 1977 and IS – 8940: 1978.
 - (v) Hand and body protection devices conforming to: IS – 2573: 1975
IS – 6994: 1973
IS – 8807: 1978
IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India Electricity Act and



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical

appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The Contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

The contractor shall adopt all fire safely measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may enrage safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If Safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

ANNEXURE 'A'

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provide for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein. Before mentioned and as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager willing to act as such Arbitrator. There will be no unwilling to act to the sole Arbitrator so appointed is an employer of BHEL to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

dispute or difference. The Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director/General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from to time with consent of the parties extend the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)
ELECTRONICS SYSTEMS DIVISION
P.B.No 10010, Plot No. 98, Electronics City Phase I,
Hosur Road, Bangalore - 560 100

CLAUSE 38 OF BHEL GENERAL CONDITIONS OF CONTRACT

**INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO
FIRE, STRIKE TEMPEST, FLOODS, EARTHQUAKE, RIOT AND
AGAINST DAMAGE BY AIRCRAFT**

The contractor shall, within one month date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer from the date of acceptance of work or actual commencement of work which ever is earlier. Such insurance shall be affected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with the BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the senior Engineer.

If the contractor fails to comply with the terms of this condition the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advance to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and colligation of the contractor to complete the entire work in all respects as certified by the Senior Engineer.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by the B.H.E.L. until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL. Property etc.,



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ANNEXURE: 'C'

HEALTH, SAFETY & ENVIRONMENTAL POLICY

In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/ substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

Dr.Nalin Shinghal
Chairman & Managing Director

Scope of work:

Scope of work has 2 parts

Part A: 3 shift operation of Chiller plants ,dehumidifier and DG sets

Part B: Comprehensive AMC

Part A

3 shift operation(including Sundays and BHEL holidays) of the following equipments

Sl.No.	Description	Location
1	2 nos. dehumidifiers(1% &10%)	Li-Ion Manufacturing Facility
2	2 nos 90TR Chiller Plants	Li-Ion Manufacturing Facility
3	1 no. 220 TR Chiller plant and 2 nos. AHUs	New Production Building
4	1 no. 200 TR Chiller plant and 2 nos. AHUs	New Production Building
5	110 TR Chiller plant and 2 nos AHU	SPD/SBD
6	30TR Chiller plant and 1 no. AHU	SPD/SBD
7	2 nos. 500kVA DG sets	DG Building
8	1 no. 1010 kVA DG set	DG Building
9	Air Compressor of Li-Ion facility	Li-Ion Manufacturing Facility

The indicative shift wise deployment of operators and supervisor is as following:

Supervisor / Highly Skilled A/C operator	- 1 Person/General shift
Skilled Trained A/C operator cum Electrician	- 3 Persons/First and second shift
Skilled Trained A/C operator cum Electrician	- 2 person/night shift



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BHEL Shift Hours

General Shift :	7.30 AM to 4.36 PM	Mon to Fri
	7.30 AM to 12.30 PM	Sat
First Shift	6.00 AM to 2.00 PM	Monday to Sunday
Second Shift	2 PM to 10.00 PM	Monday to Sunday
Third Shift	10 PM to 6.00 AM	Monday to Sunday

The above timings are subject to change and the change in shift timings, if any, will be intimated to you

Note:

- (1) The above deployment schedule is only indicative and the actual may be changed from time to time based on BHEL requirement.
- (2) Each person including supervisor will have to be provided one day weekly off and all applicable statutory leaves.

Part B: Comprehensive AMC

To ensure trouble – free uninterrupted and proper functioning of the AC systems and to performing preventive maintenance and breakdown maintenance of the following equipments :

Sl. No.	DESCRIPTION OF THE PLANTS	QTY in Nos
01	a. 110 TR AC Plant Model 30 GTC b. 7.5 HP Air handling units c. 10 HP Air handling units 30 HP Air handling units Refrigeration circuit, cooling water circuit and all connected Electrical and mechanical equipments & accessories etc.	1 1 1 1
02	a. 30 TR Capacity of Air Cooled chiller package Model 30 GTC030 (Carrier Make)	1
03	Split Air Conditioners consists of a. 7.5 TR b. 5.0 TR c. 3.0TR d. 1.5TR e. 2.0TR Refrigeration circuit, cooling water circuit and all connected electrical and mechanical equipment's & accessories etc.	2 1 2 52 1

Equipment's details :

- 1.1 Compressors along with motors and drive systems.
- 1.2 Condensers units along with pumps, piping and motors.
- 1.3 Chiller units along with pumps and motors
- 1.4 Air handling units with fans and motors pre filters, Heaters., Expansion valves, Solenoid valves, strainers plumber blocks bearings condensed water drain pipe and complete ducting etc.
- 1.5 Water circuits along with pressure gauges, temperature gauges / meters. Instruments and safety cut outs.
- 1.6 Refrigeration piping along with valves etc.
- 1.7 All electrical circuit from the main power control panel for the plant including cables, Main control switch Cable lugs, motors, Control, including Thermostats, Humidifier, Heaters of AHU Pressure cut-outs controls and Power line Fuses etc.

1.8 Replacement of following equipment's are not covered under AMC

- a) Compressors for central plants,
- b) Condensers, Air handling units,
- c) Pumps motors
- d) Replacement of, Micro Filters, VEE Filters and HEPA filters.

1.9 Replacement of following equipment's are covered under AMC

- a) Refrigerant gas,
- b) Spares for AHU like Pre Filters, Actuators, bearing, Belt, plumber block repair/rewinding of pumps and motor & pulley.
- c) Rectification of water leakage from the underground chiller water pipe line.
- d) Excavation , Refilling & Cementing of earth work & pipe welding with cladding after welding.
- e) All the spares, consumables and materials required for breakdown works/preventive maintenance works/overhauling of the above equipment's/testing

1.10 Essential normal spares required for Two years for above preventive maintenance to be procured in advance and stored at BHEL premises.

2) THE SERVICING SHALL INCLUDE:-

2.1. The Plants / equipment's are to be maintained at their working capacity and by Carrying out preventive maintenance, for all of the above equipment's accessories once in a quarter. The preventive maintenance works shall be planned in advance and to informed to in-charge

Engineer to take up plant shutdown in order to ensure maximum availability of the plant.

2.2. Attending to breakdown maintenance within 24 hours of call. The breakdown shall be intimated on telephone followed by a FAX message/E mail. However, the telephonic complaint to be registered along with time and date at your end and a number shall be provided.

2.3. The plant should be put back into service, by carrying out repair /replacement of components/spares/accessories and consumables such as Lub oil, Refrigerant gas etc as and when required.

2.4. Water cooled Condenser De-Scaling work has to be Carried out whenever Compressor head pressure goes beyond 240 PSIG in the case of Single condensing unit and 220 PSIG increase of multiple condensing unit.

2.5. Pre- filters, Heaters, Plummer blocks, shaft, runners, drives, of AHU'S shall be replaced whenever defective.

- 2.6. The following tests shall be conducted for the plants during the contract period and test reports should be submitted immediately after tests.
- a) Efficiency test(Quarterly)(
 - b) Air Flow test (Quarterly)
 - c) Percentage of Fresh Air (Quarterly)
 - d) Sound level of the plant (Quarterly)
 - f) Vibration Level(Half yearly)
- 2.7. After conducting test for sound level and vibration level of the plant, if any variation with respect to standard values will be set right/repair the plant well within the standard limits along with certificate.
- 2.8. The refrigeration system shall be checked for any leakage of gas and lubrication oil and the same shall be charged / topped up as and when required. The lubrication oil shall be replaced with new oil at least once in a year.
- 2.9. Particle counts test shall be conducted for SPD area
- 2.10. RH & Temperature maintaining at Space panel and battery labs.
- 2.11. Special care and attention be given to ensure that no damage is done to the equipment in terms of :-
- a) Avoiding leakage of refrigeration gas into the atmosphere through regular check up and Prevention
 - b) The refrigerant R-22 used for recharging purposes for repair / preventive maintenance works of Air-conditioning / chilled water plants should not exceed more than 5% of the total gas used in the system during the AMC period of one year.
 - c) Avoiding spillage of oils on the ground and ground contamination.
 - d) Proper disposal of spent oil/wastes as per the company's procedures.
 - e) Avoiding noise pollution, by keeping the noise levels within the permitted levels, by way of quarterly checks and remedial measures.
 - f) Usage of eco-friendly chemicals/cleaning aspects for de-scaling/coil cleaning etc
 - g) Every breakdown/preventive maintenance service shall be followed by necessary Service Report, indicating details of consumables/spares used including labour charges separately.
 - h) Compressors for Package units shall be replaced with either Factory reconditioned/ New compressors of same make in case of requirement.

- i) Any removal of insulation, insulation cladding during breakdown / preventive maintenance work as to be replaced immediately.

3.3 Your operators shall report to duty at our works every day with uniform issued by you at the concerned plants, at the respective shift commencement hours of BHEL. The plant shall not be left unmanned while in operation.

3.4 The operational parameters such as temperatures, humidity and etc shall be monitored continuously and the same shall be entered in the logbook every hour during the operation. The logbook shall be produced to executive in-charge of FS dept and signature obtained every day.

3.5 The operators have to follow the procedures that are displayed in the plant for operation and maintenance of A/C Chiller systems.

3.6 The operators shall be vigilant about the wear and tear in the plant including refrigerant gas leakage, oil etc, which is detrimental to the environment and report the same to the Engineer in-charge immediately besides reporting in the logbook. In order to avoid refrigerant leakage, operator shall, at the beginning and at the end of day's operation check

for gas leakage by (i) Soap solution method and (ii) Looking for oil traces any where in the refrigerant circuit. in case of plants running in 3 shifts, these checks may be performed twice a day.

3.7 It is operator's responsibility to monitor the healthiness of the plant and look for abnormalities like noises, vibrations any wear and tear and report to the Engineer in-charge.

3.8 It is the responsibility of operator's to maintain required parameters of temperatures, Humidity and cleanness level in the conditioned areas and plant room /Equipments. In case of problems with the systems including abnormalities such as vibrations, Noise etc. the same has to be informed to the concerned executive in- charge immediately.

3.9 In general all the plants with its associated systems shall be operated with at most care keeping in mind safety aspects.

3.10 In case of absenteeism, you shall make immediate alternative arrangement without disturbing the existing operators and advance information to be given to Engineer in- charge.

3.11The contractor shall provide duly calibrated sling psychrometer to each operator & Torch / Emergency light to record the parameter of the conditioned area.



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4) SPARES AND CONSUMABLES:

All the necessary materials, spares and consumables required for preventive maintenance works/Breakdown maintenance works / Overhauling works / While conducting tests and are to be arranged from your end as when required at no extra cost.

5) TOOLS, TACKLES AND MEASURING INSTRUMENTS:

All the necessary tools, tackles and measuring instruments required during preventive maintenance works/Breakdown maintenance works / Overhauling works / While conducting tests and are to be arranged from your end as when required at no extra cost.

6) PAYMENT TERMS:

Payment will be made once in a month after satisfactory completion of the services and submission of following documents

- Original Invoice + 2 photo copies
- 3 Photocopies of PF & ESI challan
- 3 Photocopies of attendance register
- 3 Photocopies of monthly wages statement of payment to your employees
- 3 Photocopies of ECR(Electronic Challan cum Returns) for ESI and PF

7) GENERAL :

- All the statutory requirements as called for by the labour Department, Government of Karnataka, are to be fulfilled in respect of Income Tax, PF,ESI and Safety etc, Your personnel working in BHEL should be Covered under above schemes of your company. You shall furnish the ESI and PF codes.
- Your service personnel should take adequate safety precaution and use necessary Safety equipments during repair/servicing works.
- Any damage that may be caused to men and assets of our company by your Personnel shall be made good at your cost.
- You are requested to abide by security rules to get access to our premises that are in force from time to time.
- Returnable materials such as tools , equipments and replacement spares etc brought inside our premises shall be entered at our security gate to enable you to take them back after the completion of works.
- All the materials such as spares/consumables etc required for service /maintenance work shall be brought with necessary delivery challan duly endorsed by our security at the material gate and hand over to us.

- g) Your service personnel have to report to the Executive in- charge/Supervisor in-charge immediately after entering into our factory premises and before taking up any service/repair works. The work shall be commenced with the prior permission only.
- 9) Any non deployment will be viewed seriously and may lead to cancellation of the contract.
- 10) Contractor shall ensure payment of statutory prescribed minimum wages by paying BHEL EDN notified wages
- 11) The contractor shall provide specified uniforms with safety shoes and suitable badges to all the labourers engaged by them
- 12) The contractor has to provide identity cards with photo for all the labourers/ supervisory staff working in the factory.
- 13) No person below 18 years or above 58 years should be deployed.
- 14) **Penalty for non performance will be charged as below:**

Sr. No.	Breakdown description	Completion period from the day of informing breakdown	Penalty
1	When full system is not available including standby and production requirements are not met.	2 days of reporting breakdown	For Non completion > 2 days; penalty @ 1% of quarterly value of contract for that plant for per day delay of work.
2	When system is available but standby is under breakdown for any reasons or system is not meeting system requirements.	10 days	For Non completion >10 days; penalty @ 1% of quarterly value of contract for that plant for per week delay of work.

GST as applicable will be recovered along with penalty amount.

UnPriced Bid to be filled by the vendor

Part A (Operation)

Sl.No.	Description	Price for 2 years(Basic)
1	Operation of equipments described in part A of Scope of Work	Quoted/Not Quoted

Part B(Comprehensive AMC)

Sl.no.	Equipment Description	Qty in Nos.	CAMC Rate(Basic) per month
1	110 TR AC plant model 30 GTC Carrier Make	1	Quoted/Not Quoted
2	7.5 HP Air handling Unit	1	Quoted/Not Quoted
3	10 HP Air Handling Unit	1	Quoted/Not Quoted
4	30 HP Air Handling Unit	1	Quoted/Not Quoted
5	30 TR Capacity Air Cooled Chiller package Model 30GTC030(Carrier make)	1	Quoted/Not Quoted
6	Split AC 7.5 TR	2	Quoted/Not Quoted
7	Split AC 5.0 TR	1	Quoted/Not Quoted
8	Split AC 3.0 TR	2	Quoted/Not Quoted
9	Split AC 2.0 TR	1	Quoted/Not Quoted
10	Split AC 1.5 TR	52	Quoted/Not Quoted

Part II

Price Bid

Part A (Operation)

Sl.No.	Description	Price for 2 years(Basic)
1	Operation of equipments described in part A of Scope of Work	

Part B(Comprehensive AMC)

Sl.no.	Equipment Description	Qty in Nos.	CAMC Rate(Basic) per month	CAMC Price for 2 years(24 months)
1	110 TR AC plant model 30 GTC Carrier Make	1	.	
2	7.5 HP Air handling Unit	1		
3	10 HP Air Handling Unit	1		
4	30 HP Air Handling Unit	1		
5	30 TR Capacity Air Cooled Chiller package Model 30GTC030(Carrier make)	1		
6	Split AC 7.5 TR	2		
7	Split AC 5.0 TR	1		
8	Split AC 3.0 TR	2		
9	Split AC 2.0 TR	1		
10	Split AC 1.5 TR	52		
	Total Value			
	Total Price for CAMC			

Total(Part A + part B).....

GST(Please indicate break up of SGST/UGST/IGST/UTGST).....

Total Inclusive of GST.....



GENERAL CONDITIONS OF CONTRACT 2019

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड, इलेक्ट्रॉनिक्स डिवीज़न, बेंगलुरु
Bharat Heavy Electricals Limited, Electronics Division, Bengaluru

CONTENTS

Chapter-1

1. General Instructions to Tenderers

1.1. Dispatch Instructions

1.2. Submission of Tenders

1.3. Language

1.4. Price Discrepancy

1.5. Evaluation of Bids

1.6. Data to be enclosed

1.7. Authorisation and Attestation

1.8. Earnest Money Deposit

1.9. Security Deposit

1.10. Return of Security Deposit

1.11. Bank Guarantee

1.12. Validity of offer

1.13. Execution of Contract Agreement

1.14. Rejection of Tender and other Conditions

1.15 BHEL Fraud Prevention Policy

2. Chapter-2

2.1. Definitions

2.2. Law Governing Contract and Court Jurisdiction

2.3. Issue of Notice

2.4. Use of land

2.5. Commencement of Work

2.6. Measurement of Work and Mode of Payment

2.7. Rights of BHEL

2.8. Responsibilities of Contractor in respect of Local Laws, Employment of Workers etc

2.9. Progress Monitoring, Monthly Review and Performance Evaluation

2.10. Time of Completion

2.11. Extension of Time for Completion

2.12. Over Run Compensation

2.13. Quantity Variation

2.14. Extra Works

2.15. Supplementary Items

2.16. Strikes & Lockout

2.17. Force Majeure

2.18. Arbitration and Reconciliation

2.19. Payments

2.20. Performance Guarantee for Workmanship

2.21. Closing of Contracts

2.22. Reverse Auction

2.23. Suspension of Business Dealings

2.24. Other Issues

CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. 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 aspects, the scope of work etc., he shall 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 tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.

iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.

1.2. SUBMISSION OF TENDERS

1.2.1 The tenderers must submit their tenders as per instructions in the NIT

1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

1.4.1 Conventional (Manual) Price Bid opening:

i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

vi) *In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.*

1.4.2 Reverse Auction: *In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.*

- i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.*
- ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.*

1.5. 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, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation

ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL

iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.

1.6. DATA TO BE ENCLOSED

The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.

- i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.*
- ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.*

iii) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN, GSTIN and place & nature of business to be furnished.

iv) IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.

v) IN CASE OF COMPANIES:

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). Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.7. AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorised/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

1.8. EARNEST MONEY DEPOSIT

1.8.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) Through SBI collect (before tender opening)*
- (iv) No other form of EMD remittance shall be acceptable to BHEL*

1.8.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.*
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.*
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means*

1.8.3 EMD shall not carry any interest.

1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

1.8.5 EMD of successful tenderer will be converted as part of Security Deposit

1.9. SECURITY DEPOSIT

The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.9.1 Modes of Security deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)*
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL*
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL*
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.*

1.9.2 The Security Deposit shall not carry any interest.

1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill 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.

1.10. REFUND OF SECURITY DEPOSIT

50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.

1.10.1 DEFECTS LIABILITY PERIOD:

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.

1.11. BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.*
- ii) The Bank Guarantees shall be as per prescribed BHEL formats.*
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.*
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL*
- 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 sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).*

1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or 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.*

1.14.2 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.

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) 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 reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job. The decision of BHEL will be final in this regard.

1.14.4 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.

1.14.5 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. They 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.

1.14.6 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.

1.14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.14.8 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, 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.

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 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. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

1.14.11 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-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.

1.14.12 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.

1.15 BHEL Fraud Prevention Policy :

The 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. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

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 Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.*
- ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Electronics Division, Mysore road, Bengaluru-560026*
- iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager 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*
- v) “SITE” shall mean the places or place at which the plants/equipment 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 equipment 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 include the Work Order, Contract Agreement, the accepted appendices of Rates, Schedules, Quantities if any, 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 mutually agreed upon and the Letter of Intent/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.*

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” shall mean the intimation by a Post/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 equipment’s covered by the contract.*

xiv) *“EQUIPMENT” shall mean equipment, machineries, materials, structural, electrical 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 equipment’s 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 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 including applicable taxes 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) *“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender*

xxvii) *“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*

xxviii) *“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract*

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Bengaluru, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract

2.3 ISSUE OF NOTICE

2.3.1 Service of notice on contractor: Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post / FAX / Email 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 posting or leaving of the notice 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 on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at 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.

2.4.1 STORES AND MATERIALS:

The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the Contractor shall be of the best kind as described in the Specifications and the Contractor shall, if required by the Engineer –in- charge furnish him with proof to his satisfaction that the store and materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.

In the case of stores provided by BHEL, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

Contractor is responsible for safe & secure storage of above material.

2.4.2 PATENT RIGHTS:

The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article/ or part thereof included in the contract.

In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.

2.4.3 WATER :

The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purpose connected with the work.

In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/ Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.

2.4.4 TEMPORARY WORKSHOPS, STORES ETC :

The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-in-charge.

2.5 COMMENCEMENT OF WORK

2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.

2.5.2 The contractor shall commence the work within seven(07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.

2.5.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.4 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 electronic mode only, unless otherwise found operationally difficult.

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 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 duly 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.

2.6.11 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. Contractor shall give unqualified "No Claim" Certificate. 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 suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress*
- ii) Withdrawal from or abandonment of the work before completion of the work*
- iii) Contractor's inability to progress the work for completion as stipulated in the contract*
- iv) Poor quality of work*
- v) Corrupt act of Contractor*
- vi) Insolvency of the Contractor*

vii) *Persistent disregard to the instructions of BHEL*

viii) *Assignment, transfer, sub-letting of contract without BHEL's written permission*

ix) *Non fulfillment of any contractual obligations / non-compliance of statutory requirements*

x) *In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule*

2.7.3 To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

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, as per mutual agreement.

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 35% on all such payments.

2.7.6 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their 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 In case the execution of works 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 two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. 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 at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. 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 value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value-

2.7.9 LIQUIDATED DAMAGES/PENALTY

COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:

- *Completion period (as originally stipulated) not exceeding 6 months.@ 1 percent per week*
- *Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week*
- *Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week*

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- *Completion period (as originally stipulated) not exceeding 6 months.@ 10 percent of anticipated value of work*
- *Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work*
- *Completion period (as originally stipulated) Exceeding 2 years.....@ 5 percent of anticipated value of work*

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS: *BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill*

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 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.

2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 1948, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

The contractor shall produce the following registers and forms:

- Form XIII- Register of work men employed by contractor(Rule 75)*
- Form XIV- Employment Card issued by contractor(Rule 76)*
- Form XVI- Muster Roll (Rule 78(1) (a)(i))*
- Form XVII- Register of Wages (Rule 78(1) (a)(i))*
- Form XVIII- Register of wages cum Muster Roll(in case of weekly payment)*
- Form XIX- Wage slip (Rule 78(b))*
- Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))*
- Form XXI- Register of files Rule 78(1) (a)(ii))*
- Form XXII- Register of Advance Rule 78(1) (a)(ii))*
- Form XXIII- Register of Overtime Rule 78(1) (a)(iii))*
- Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))*

2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act)as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer

2.8.4 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.

2.8.5 While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

2.8.6 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.

2.8.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

2.8.8 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.10 All the properties/equipment/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.

2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/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 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

2.8.12 Any delay in completion of works/or non-achievement of periodical targets 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.

2.8.13 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.14 All safety rules and codes applied by the Client/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. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

2.8.16 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.

2.8.17 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.

2.8.18 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 Client whichever is earlier.

2.8.19 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

2.8.20 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. If the work is executed in Factory premises, no hutment will be allowed.

2.8.21 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 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.

2.8.22 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 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 will reserve the right to recover the loss from the contractor.

2.8.23 The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools , plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing , lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

2.8.24 **SITE DRAINAGE:** All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractors expense.

2.8.25 **INSPECTION OF THE WORK:** BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 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

- i. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:

- ii. *Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess (plus or minus)*
- iii. *If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.*

2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between 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 a vis this jointly agreed programme. 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.

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. 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

2.10 TIME OF COMPLETION

2.10.1 Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

2.10.2 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.

2.11.2 Based on the monthly reviews jointly signed, 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 at the risk and cost of contractor.

2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.

2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program

2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)

2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.

2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.

2.12.3 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

2.12.4 Payment of ORC shall be regulated as follows:

i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.

ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein

iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities

iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis

2.12.5 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

2.13 QUANTITY VARIATION

2.13.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities.

2.14 EXTRA WORKS

2.14.1 All rectifications/modifications, revamping, and reworks required for any reasons not attributable to the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.14.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

2.14.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.14.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.14.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/rectification/modification/fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be as per applicable minimum wage act

2.14.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.

2.14.7 Extra Works for Civil Packages shall be regulated as follows

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived; Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

ii) PVC and ORC will not applicable be for (i) above.

2.15 SUPPLEMENTARY ITEMS

2.15.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

i) Based on percentage breakup/rates indicated for similar/nearby items

ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work

2.15.2 For Civil Works

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14

ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13

iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.

iv) PVC and ORC will not be applicable for (i) above.

2.16 STRIKES & LOCKOUT

2.16.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other

agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%

2.16.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL

2.17 FORCE MAJEURE

The following shall amount to Force Majeure:-

2.17.1 Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.17.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.18 ARBITRATION & RECONCILIATION

2.18.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge.

The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

2.18.2 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 the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

2.18.3 The cost of arbitration shall be borne equally by the parties.

2.18.4 Work under the contract shall be continued during the arbitration proceedings

2.19 PAYMENTS

Payments to Contractors are made in any one of the following forms

2.19.1 Running Account Bills (RA Bills)

i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.

iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract

iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

2.19.2 Final Bill

Final Bill is used for final payment on closing of Running Account for works or for single payment after completion of works. *Final Bill* shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) *'No Claim Certificate'* by contractor
- ii) *Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc*
- iii) *Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL*

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.20.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the balance security deposit.

2.20.2 BHEL shall release the balance security deposit subject to the following

- i) Contractor has submitted *'Final Bill'*
- ii) *Guarantee period as per contract has expired*
- iii) Contractor has furnished *'No Claim Certificate'* in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the *'No Demand Certificate'* in specified format

v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

2.21 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

2.22 REVERSE AUCTION/PRICE BID OPENING:

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

2.23 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.

2.24 OTHER ISSUES

2.24.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.

2.24.2 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.

2.24.3 Unless otherwise specified in NIT, offers from consortium /JVs shall not be considered.

2.24.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts