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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

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Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

PB 2606 , Mysore Road, Bangalore- 560026 INDIA

An ISO-9001, ISO 14001 & OHSAS 18001 Company.

NOTICE INVITING TENDER

Ref No.: BHEL-EDN/PES-SS/CC-GZB,KPA /2022-23/01

Date: 27/01/2023

1. Scope of Work: Installation of IGBT based Composite Converter with Traction Converter and Hotel Load Converter for Three Phase BO-BO WAP-5 Locomotive at CLW (West Bengal) – KANCHRAPARA and CLW (Uttar Pradesh) – GHAZIABAD and Commissioning Support and Additional work as mentioned in NIT

SITE LOCATION: 5 Nos at Kanchrapara (West Bengal) and 9 Nos at Ghaziabad (Delhi)

Sealed offers in two part bid system are invited from reputed and experienced bidders (meeting PRE-QUALIFYING CRITERIA as mentioned in the enclosed tender document).

Please submit the offer on or before the due date.

Thanking You.

Yours faithfully,

For Bharat Heavy Electricals Limited

(B.K.Mandal)

Sr.Manager - PES/SS

NOTICE INVITING TENDER (NIT)

TENDER REFERENCE NO & DATE	BHEL-EDN/PES-SS/CC-GZB,KPA/2022-23/01dated 27/01/2023											
BROAD SCOPE OF JOB	Installation of IGBT based Composite Converter with Traction Converter and Hotel Load Converter for Three Phase BO-BO WAP-5 Locomotive at CLW (West Bengal) – KANCHRAPARA and CLW (Uttar Pradesh) – GHAZIABAD and Commissioning Support and Additional work as mentioned in NIT											
PLACE OF WORK	5 Nos as Kanchrapara (West Bengal) and 9 Nos at Ghaziabad (Delhi)											
Period of Work	12 months from the date of award of contract											
Tender Type	Open Tender (Two Part Bid)											
Estimated Cost & Earnest Money Deposit												
	<table><tr><th>Work Place</th><th>Estimated Cost</th><th>Earnest Money Deposit</th></tr><tr><td>A. KACHRAPARA (West Bengal) –</td><td>Rs.19,50,000.00</td><td>Rs.39,000.00</td></tr><tr><td>B. GHAZIABAD (NEW DELHI)</td><td>Rs.31,40,000.00</td><td>Rs.62,800.00</td></tr></table>	Work Place	Estimated Cost	Earnest Money Deposit	A. KACHRAPARA (West Bengal) –	Rs.19,50,000.00	Rs.39,000.00	B. GHAZIABAD (NEW DELHI)	Rs.31,40,000.00	Rs.62,800.00		
Work Place	Estimated Cost	Earnest Money Deposit										
A. KACHRAPARA (West Bengal) –	Rs.19,50,000.00	Rs.39,000.00										
B. GHAZIABAD (NEW DELHI)	Rs.31,40,000.00	Rs.62,800.00										
Vendors qualifying for both work place will deposit EMD Rs. 1,01,800.00												
DUE DATE & TIME OF OFFER SUBMISSION	13/02/2023 (DD/MM/YYYY), 13:00 Hrs.											
DATE AND TIME OF TECHNICAL BID OPENING	Date : 13/02/2023Time:13.30Hrs (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working dayat the same time. (2) Bidder may depute representative to witness the opening oftender with authority letter											
CONTACT PERSONS	Mr. B.K.Mandal, Sr.Manager / Mobile: 9449869760 Mr. C S DEOLIKAR ,AGM / Mobile 9920775139											

Address for Submission of completed Tender	Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier/e-tender in pdf form, so as to reach the office of Offer inviting Authority. Mr. B.K.Mandal Sr. Manager, PES, NEB 5th FLOOR, BHEL EDN, P.B. No. 2606, Mysore Road, Bangalore - 560026.Phone: 080-26998182, 9449869760 <u>Or</u> Drop duly filled in tender document within the specified date and time in the Tender Box no:11 (at BHEL- EDN Reception for PES Dept.)PES- Traction Services BHEL - Electronics Division P.B. No: 2606, Mysore Road, Bengaluru - 560026,Karnataka, INDIA
Contact Details for Queries related to this tender.	Mr. B.K.Mandal, Sr.Manager / Mobile: 9449869760 Mr.C S DEOLIKAR ,AGM / Mobile 9920775139
LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted only in BHEL webpage www.bhel.com. (Tender Notifications- View Corrigendum and www.bheledn.com)and not in the newspapers. Bidders to keep themselves updated with all such information. No separate communication to individuals shall be sent regarding this.
LAST DATE FOR SEEKING CLARIFICATION	At least 5 days before the due date of offer submission along withsoft version addressing to undersigned & others as per contact address given below. AGM(PES-Site Services) BHEL-ELECRONICS DIVISION , PBNO. 2606, MYSORE ROAD, BANGALORE. Phone: 080-26998375, 9920775139 / 080-26998182, 9449869760 e-mail: csdeolika@bhel.in / bidyut.mandal@bhel.in

PART -I : TECHNO - COMMERCIAL BID

i) INFORMATION PART:-

All the details in the below table shall be filled by bidder.

SL NO	Particulars	To be filled by Bidder
1	Name and Address of the Tenderer	
2	Details about type of the Firm/Company	
3	Details of Contact person for this Tender	Name :
		Designation:
		Telephone No.
		Mobile No.
		E-Mail ID :
		Fax No:
4	Details of alternate Contact person for this tender	Name :
		Designation:
		Telephone No.
		Mobile No.
		E-Mail ID :
		Fax No:
5	Telephone Number	Office :
		Residence :
		Mobile No. :
		E-Mail ID :
6	CONSTITUTION OF FIRM	INDIVIDUAL/ SOLE PROPRIETORSHIP CONCERN/PARTERSHIP FIRM / PUBLIC LIMITED COMPANY / PRIVATE LIMITED COMPANY
7	EMD DETAILS	DD No:
		Date :
		Bank :
		Amount:
		Please tick (☐) whichever applicable:-ONE TIME EMD / ONLY FOR THIS TENDER
8	PAN NUMBER	
9	GST NUMBER from which Billing will be done	
10	Validity of Offer	The offer shall be valid for SIX months from the due date of Technical Bid opening

PRE - QUALIFICATION CRITERIA (PQC)

Bidders shall submit their response against eachpoint with supporting documents and offers not complying with any of the PQC will be rejected.

A . ESSENTIAL PRE QUALIFICATION :

S. No	Particulars	To be filled by Bidder
1.0	Experience of having successfully completed similar work during last seven years ending last day of month previous to the one in which applications are invited should be either of the following: <i>Similar Work :</i> - “erection /commissioning/service support in operation & maintenance of propulsion system for AC-Locos(6000HP & 9000HP) / AC EMU / MEMU systems/ DETC/HLC/ Composite Converters at Railways electric Loco sheds or EMU sheds or Loco/EMU Manufacturing units/Sheds”) - Wiring works including installation of at least any of the equipment viz. control/power panels, Alternators/D-engines, Composite Converter , Hotel Load Converter , emergency batteries, transformers, traction motors, converters etc. pertaining to all types of coaches of ACEMU/MEMU/DEMU/DETC/SPART/LHB power cars at ICF/RCF/CLW/BLW/DMW/MCF commissioning hubs of Indian Railways . (Copy of completion certificate along with WO/PO copy from the organization where the work is executed/being executed is to be enclosed. Submission of only WO/PO copy is not adequate) With respect to Railways, the credentials and completion certificate should have been issued by at least a JA Grade Officer. With respect to other Government Departments and Public Sector Undertakings (PSUs), the certificate issued at the level of Engineer and above can be taken as valid. Certificates issued by private individuals for the completion of the work will not be considered. However, if vendor have executed the work through sub-contractor of main contractor to whom Purchase order is placed by Railways, then vendor has to provide the documentary proof (like PO copy from main contractor, authorization letter from main contractor to execute the work and proof of payment etc) that they have executed the works.	
	a) One similar completed work costing not less than : i) A.Kanchrapara - Rs.15.60 Lakhs - li) B.Ghaziabad - Rs.25.12 Lakhs OR	Enclosed / Not enclosed
	b) Two similar completed works costing not less than i) A. Kanchrapara - Rs.9.75 Lakhs each - li) B. Ghaziabad - Rs.15.70 Lakhs each	Enclosed / Not enclosed

	OR	
	c) Three similar completed works costing not less than i) A. Kanchrapara - Rs. 7.80 Lakhs each ii) B. Ghaziabad - Rs.12.56 Lakhs each	Enclosed / Not enclosed
	d) Average Annual financial Turnover during the last three years ending 31 st March of previous financial year should be at least i) A. Kachrapara Rs.5.85 Lakhs ii) B. Ghaziabad - Rs.9.42 Lakhs NOTE : Vendor meeting the above PQR requirement for Ghaziabad , will automatically meet the requirement for Kanchrapara also	
2.0	Average Annual Financial turnover during the last three years (from the tender opening date) ending 31 st March of previous financial year .	Rs
3.0	Turn over - Previous financial year (2021-22)	Rs
4.0	Turn over - 1 year before previous financial year (2020-21)	Rs
5.0	Turn over - 2 years before previous financial year (2019 - 20)	Rs
6.0	Audited profit and Loss Account for FY 2019-20 (relevant pages to be enclosed)	Enclosed / Not Enclosed
7.0	Audited profit and Loss Account for FY 2020-21 (relevant pages to be enclosed)	Enclosed / Not Enclosed
8.0	Audited profit and Loss Account for FY 2021-22(relevant pages to be enclosed)	Enclosed / Not Enclosed
9.0	Experience Certificate/performance report for successful work completion /execution in progress etc. , Billing done during contract period duly certified by contract awarding firm to arrive at competency of firm)	Enclosed / Not Enclosed

B. OTHER CRITERIAS

S. No	Particulars	To be filled by Bidder
1.0	a) Whether the scope of work is understood clearly by the bidder? b) Whether the bidder is ready to comply with all the terms and conditions & the work can be accomplished without any issues?	Understood / Not Understood Accepted / Not Accepted
2.0	Whether the bidder accepts to execute in total?	Yes / No
3.0	Whether the organization is a registered one? Copy of registration with date of establishment / registration certificate shall be furnished.	YES/NO
4.0	Whether Registered with ESI / PF Authority	Yes/ No

5.0	If Yes, indicate PF Registration No (Copy of last month contribution paid receipt to be enclosed)	
6.0	If Yes, indicate ESI Registration No. (Copy of last month contribution paid receipt to be enclosed)	
7.0	If No, Workmen compensation policy to be produced before commencement of work. Is the tenderer willing to pay the ESI and PF contribution subject to BHEL Terms and conditions.	Yes/ No
8.0	Security Deposit Clause as per NIT	Acceptable/Not Acceptable
9.0	MANPOWER - Adequate manpower depending on the work should be provided at site consisting of Engineers, Supervisors and technicians having qualification in Electrical / Electronics / Instrumentation / Mechanical Field	YES / NO

C . OTHER CONDITIONS

1.0	Mode of EMD furnished (Cheque is not acceptable)	SB Collect/DD/ Pay Order/EFT in BHEL Account
2.0	Particulars (Receipt No. and Date)	Acceptable/ Not Acceptable
3.0	Payment Terms defined in NIT	Acceptable/ Not Acceptable
4.0	Cancelled cheque or photocopy of cheque enclosed	Enclosed / Not enclosed
5.0	GST registration No. of Tenderer (Copy of the same to be enclosed)	Enclosed / Not enclosed
6.0	Indemnity bond to be submitted by bidder after award of contract	Acceptable/Not Acceptable
7.0	If MSE vendor, documents shall be submitted. In case of non-submission of supporting documents, the bidder shall be considered as non/MSE.	Enclosed/Not Enclosed/Not Applicable
8.0	Declaration Of Acceptance To Terms & Conditions	Enclosed / Not enclosed

	D. DOCUMENTS	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
1.0	Whether the format for compliance with PREQUALIFICATION CRITERIA is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
2.0	Audited profit and Loss Account for the last three years	Applicable	YES/NO

3.0	Copy of PAN Card	Applicable	YES/NO
4.0	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
5.0	Declaration by Authorized Signatory	Applicable	YES/NO
6.0	No Deviation Certificate	Applicable	YES/NO
7.0	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
8.0	Declaration for relation in BHEL	Applicable	YES/NO
9.0	Non Disclosure Certificate	Applicable	YES/NO

1. INSTRUCTIONS TO TENDERERS

1.1 Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.

1.2 Tender shall be submitted in two parts, i.e. **(I) Techno-Commercial bid and (II) Price Bid.**

1.2.1 **Techno-Commercial bid** shall be submitted confirming acceptance to all the clauses indicated in this Tender along with EMD and all enclosures as required by the Tender and any other which the Tenderer wish to submit. Tenderers shall also sign each and every page of the Tender document attached thereto before submitting Tender.

ENVELOPE - I super scribed as :

PART-I (TECHNO COMMERCIAL BID)

TENDER NO :

NAME OF WORK:

DUE DATE OF SUBMISSION:

DETAILS OF THE BIDDER WITH ADDRESS:

1.2.2 **Price Bid** duly filled & signed with seal, must be put in another separate sealed envelope super scribed with Tender reference and 'Price Bid'. Price bid envelope must contain only the rates and amount to be quoted in figures and words in format enclosed in Price schedule: Part- II which is enclosed hereto.

ENVELOPE-II: super scribed as:

PART-II (PRICE BID)

TENDER NO :

NAME OF WORK:

DUE DATE OF SUBMISSION:

DETAILS OF THE BIDDER WITH ADDRESS:

MAIN ENVELOPE-III OUTER ENVELOPE : superscribed as:

TECHNO- COMMERCIAL BID, PRICE BID & EMD :

TENDER NO:

NAME OF WORK:

DUE DATE OF SUBMISSION:

DETAILS OF THE BIDDER WITH ADDRESS:

2. SPECIAL NOTE FOR TENDER SUBMISSION :

All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

2.1 The bidders are required to submit / drop duly filled in tender document within the specified date and time in the tender box (Box No.11 for PES dept) kept in Reception Area of BHEL - Electronics Division, Mysore road, Bangalore - 560 026. Tenders received after the due date & time of opening of tenders will not be accepted. All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.

2.2 The tender documents are available in the BHEL web site: www.bhel.com / Central Public Procurement Portal: eprocure.gov.in under heading Tender Notifications. Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only.

2.3 All entries in the tender documents should be in one ink. Eraser and overwriting are not permitted.

2.4 Tenders should be addressed to AGM / Sr. Manager (PES), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore - 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.

2.5 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.

2.6 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.

2.7 Rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees 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 Service Tax, Sales Tax etc., and also expenses towards PF and ESI contributions. The tenderers shall fill amount of each item and the total on each sheet as also the grand total amount of the whole contract.

2.8 Non-conformities between figures and words of the quoted prices: Sometimes, non- conformities/errors are also observed between quoted prices in figures and that in words. The same is to be taken care of as indicated below:

2.8.1 If in the price structure quoted for the required services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price will prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- 2.8.2 If there is error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected: and
- 2.8.3 If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expresses in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 2.9 If there is discrepancy in an offer, the same will be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.
- 2.10 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.
- 2.11 The rates to be quoted by the tenderer shall be firm and should consist of all taxes including GST. The tax should be quoted in the GST column in Price Bid. The tax rate changes if any during the course of contract will be paid as applicable. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), service tax under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.
- 2.12 The rates quoted in the tender shall remain valid for a period of 'SIX MONTHS' from the date of opening of tender.
- 2.13 Tenderer 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.
- 2.14 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 tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
- 2.15 In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
- 2.16 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, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.

2.17 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.

2.18 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.

2.19 Tenders submitted by post should be sent by “Registered Post with Acknowledgement due” or by Courier. 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.

2.20 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).

2.21 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.

2.22 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 shareholder's relative is employed in any 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.

2.23 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno- commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

2.24 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

2.25 For any clarification on the tender document, the bidder may seek the same in writing or through email, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays.

Any clarification / query received after last date for seeking clarification may not be

normally entertained by BHEL and no time extension will be given.

2.26 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

2.27 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT, past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD. In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders. Bidders should sign all the pages of tender documents as a token of acceptance of the tender.

3. EARNEST MONEY DEPOSIT (EMD) .

3.1. The EMD may be submitted in following forms:

3.2. Cash deposit as permissible under the extant of Income Tax Act (before tender opening only)

3.3. Electronics fund transfer credited in BHEL account. (before tender opening only)

3.4. Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)

3.5. Deposit using 'SBI Collect' to BHEL account and e-receipt can be submitted along with bid

3.6. Process: 1. Go to <https://www.onlinesbi.com>

3.7. Select SB Collect from the top menu.

3.8. Accept terms and conditions and proceed.

3.9. Select state as Karnataka.

3.10. Select Type as Industry.

3.11. Select 'BHARAT HEAVY ELECTRICAL LTD' AND SUBMIT.

3.12. Select payment category ' Others' and subcategory as EMD and make payment.

3.13. EMD of all un-successful tenderers will be refunded, without any interest, within 15 days from the date of award of contract. In case of expiry of offer validity period or any other circumstances, EMD will be released with the approval of competent authority in BHEL.

3.14. EMD of successful tenderer can be adjusted towards security deposit payment.

3.15. Unless the Contractor whose tender is accepted signs the contract agreement 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.

3.16. 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 the contract so awarded.

4.0 MSE BIDDERS :

MSE suppliers can avail the intended benefits only if they submit along with the offer, VALID UDYAM REGISTRATION NO. FOR SERVICES.

5.0 TERMS OF PAYMENT:

5.1 The Rates are to be quoted per Basic Unit .

5.2 100% Payment will be made on completion of work per unit, duly certified by the BHEL Site In charge not below the Rank of Engineer along with other documents like, PF statement, ESI Statement, Wage Register, Attendance Register etc. duly signed. The payment will be made within 60 days from the acceptance of bills cleared in all respect. The payment to MSME vendors will be made within 45 days from the acceptance of bills cleared in all respect.

6.0 LD/Penalty Clause

6.1 The activities per one Unit to be completed within 45 days from the date of last material supply to the contractor by BHEL. Contractors are advised to keep the record for the receipt of material from BHEL, duly signed by BHEL site representative. The material in the scope of contractor should be available for all the activities mentioned in scope of work. For any delay beyond 45 days, LD in lieu of penalty will be deducted @0.50% per week or part thereof of delay subject to maximum 10% on the basic value per Unit. LD will be levied on basic cost.

7.0 EVALUATION CRITERIA :-

Evaluation of offers will be done separately based on the total landed cost to BHEL in each work place i.e. Kanchrapara and Ghaziabad.

8.0 SECURITY DEPOSIT

The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract Value.

Security deposit may be furnished in any one of 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 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 any other matter connected herewith)

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

vii) The Security deposit shall not carry any interest.

viii) Security Deposit can be deposited using 'SBI Collect' to BHEL account and e-receipt can be submitted.

The Security deposit will be forfeited in the event of breach of any of the terms and conditions of this contract by the Contractor.

The Security deposit will be released after satisfactory completion of the contract if NO LIABILITIES are established.

9.0 REVERSE AUCTION

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) . This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on www.bhel.com).

Initially the Price Bids of Techno-commercially qualified bidders will be opened.

Start price for RA will be L-1 sealed envelope price bids.

Minimum two techno-commercial qualified bidders are required to conduct RA.

Whenever six or more techno-commercially qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of techno-commercially qualified bidders is odd (e.g. if 7 bids are

technically qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of bidders who are MSE or qualify under PPP-MII Order, 2017. Bidder may go through PPP-MII Order, 2017 amended time to time and produce necessary document as applicable.

10.0 GOODS AND SERVICES TAX (GST):

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

10.2 The Bidder shall mention Bidder's GSTIN number in all quotations and invoices submitted. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.

10.3 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice rules like GSTN registration No., invoice number, quantity, rate, value, taxes with nomenclature-CGST, SGST, GST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.

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

10.5 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.

10.6 For invoices paid on Reverse charge basis - "Tax payable on reverse charge basis" to be mentioned on the quotation/ invoice.

10.7 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 along with interest levied / leviable on BHEL.

10.8 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.

10.9 Goods and Services Tax as applicable shall be paid extra against GSTIN No., and certification in the bill.

10.10 The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.

10.11 If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), GST under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.

11. RISK PURCHASE:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

12. IMPORTANT INFORMATION

The offers of the bidders, who are on banned list, as also the offers of bidders, who engage the services of banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ...

> Tender Notifications & List of Banned

13.0 STUDY OF DRAWINGS AND LOCAL CONDITIONS:

13.1 The Tenderer shall follow the standard general arrangement drawings and other drawings and specifications relating to the equipment / components and fittings specified in the Tender Papers or issued at the time of execution of work.

13.2 The Tenderer/Contractor is required to inspect the sites of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials, land, space and other factors relating to the works, availability of labour, electricity and water, etc., before quoting his rates. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of works described in the schedule. The Tender submitted will be deemed to have been made after such inspection. Subsequent claims on non-availability of approach, land/space etc. shall not be entertained.

14.0 SCOPE OF WORK

CONTRACTOR SCOPE OF WORK :

1. Installation of IGBT based Composite Converter with Traction Converter and Hotel Load Converter for Three Phase BO-BO WAP-5 Locomotive at CLW (West Bengal) – KANCHRAPARA and CLW (Uttar Pradesh) – GHAZIABAD and Commissioning Support and Additional work as mentioned below :
2. Additional Work :

Sr. No.	Additional Work to be done	Details of Work	Specification / Drawing No.	Broad Scope of Work
1.	Removal of existing converter	To remove existing converter from the locomotive		Remove connection of input, output terminal(power+ control + FOC cable)>O converter oil drain & remove connection of inlet & outlet pipe, remove connection of base bolt & bracket.
2.	Mounting of Composite Converter	Proper mounting of Composite Converter in locomotive as per drawing	Drawing No..IA031-00025(red worked),IA031-00026(red worked),SKETCH-1(red worked),IA061-02002(red worked),SKETCH-22	Connection of input , output terminal (Power + control + FOC cable) & coolant filling & connection of inlet & output pipe

3.	Additional Power cabling	Laying of power cable for Hotel Load part in the locomotive as per composite converter cable index	Annexure-A2,Annexure-A3	Laying , connection , fitment , crimping cutting cable etc.
4.	Additional Control Cabling	Laying of control cable for Hotel Load part in the locomotive as per composite converter cable index	Annexure-A1,Annexure-A3	Laying , connection , fitment , crimping cutting cable etc.
5.	Modification of UIC housing assembly and UIC cable laying	Modification work in cab front sheet regarding fitment of housing of UIC assembly	Drawing No.IA081-00049(red worked),CDD-HL-P73-017(Alt.1)	Fabrication material , fitment , connection etc.
6.	Fitment of IV coupler housing box assembly	Modification work in cab front sheet regarding fitment of IV coupler housing box assembly as per drawing	Drawing No.IA086-00041(red worked),IA086-00043(red worked),IA081-00152(red worked),CDD-HL-P73-085(Alt.2)	Fabrication material , fitment , connection etc.
7.	Fitment of Iv coupler bracket assembly	Fitment of IV coupler bracket assembly as per drawing	Drawing No.IA086-00519(Alt.1),IA086-00505(Alt.1)	Fabrication material , fitment , connection etc.
8.	Fitment of set of disconnection for Hotel Load	Fitment of set of disconnection for Hotel load	Specification No. CLW/ES/3/0434(Alt . A or latest alteration)	Laying , connection , fitment , crimping cutting cable etc.
9.	Modification of Platform assembly	Modification of Platform assembly as per drawing	Drawing No.CDD-HL-P72-031,IB082-00579 , IB086-00685	Fabrication material , fitment , connection etc.
10.	Crimping and fitment of 22 pin circular connector for Hotel Load control wiring for 01 no. each in SB1 and SB2	As per Annexure -3 for Hotel Load circuit	Annexure – A3	Laying , connection , fitment , crimping cutting cable etc.
11.	Proper flush out filling and testing of cooling circuit of composite converter	Proper flush out of present oil coolant and proper filling of coolant (mixture of 70% water and 30% ethylene glycol) and texting of coolant as per RDSO SMI RDSO2018/EL/SMI/0325, Rev.0	RDSO SMI RDSO/2018EL/SMI /0325 Rev.0	Oil drain GTO converter , radiator cleaning , coolant filling in composite converter

1. All the retrofit work shall be done in line with the Railway/customer specification and to meet the performance of converters.
2. All required tools will be in the scope of contractor i.e. cutting tools, crimping machine, gas cutting arrangement with GAS, welding machine, welding rods, grinder, hand drilling machine, hot air gun, cable removal tool, cable insert tool, wooden platform as required etc.

3. All small items like Nut, Bolts, washers, Screws, Bus Bar, cable sleeve, cable ferrule, Cable Lugs, Cable ties, braided sleeve, flexible pipe and conduit, Terminal Block, other required hardware etc.
4. Consumables like coolants, distilled water, cleaning chemicals etc. will be in contractor's scope.
5. Pump set up with hose pipe etc for radiator cleaning and cleaning of other accessories is to be arranged by contractor.

BHEL SCOPE of SUPPLY:

1. IGBT Based Composite Converter with Traction Converter and Hotel Load Converter for Three Phase BO-BO WAP-5 Locomotive.
2. BHEL will provide Power Cables, Control Cables, UIC Cables, Top and bottom fixing bracket for composite converter, IV coupler housing box assembly, IV coupler bracket assembly, Set of disconnection for Hotel Load, UIC coupler housing assembly, 22 pin circular connector for Hotel Load control wiring, set of accessories for fitment of speed sensor and laying Traction Motor to Composite Converter.
3. To arrange Lifting Tackles, Crane for handling of heavy material at site.

15.0

SPECIAL NOTE FOR SCOPE OF WORK:

15.1 Any minor modification work required to be carried out in the coach to facilitate the installation/wiring work will be under the contractor's scope.

15.2 Defective items removed from coach shall be handed over to designated shop.

15.3 Status of work in each and every Coach allotted to the contractor should be maintained in a file/register for immediate reference.

15.4 In order to meet the daily targets, contractors need to plan their work well in advance and all materials required for the work may be drawn the previous day itself.

15.5 Stock position of all materials to be maintained in a register in the format given by BHEL/MCF (Bill of material per basic unit) The contractors shall return the defective items to stores through supervisor in-charge as per extant procedure on weekly basis so as to avoid short fall of materials towards the end of batch order.

15.6 The contractors shall strictly prohibit the use of smart phones by their staff inside the premises of the factory and shall provide them with only basic phones for communication. Only supervisors are permitted to carry smart phones.

15.7 Contractor staff should carry with them the safety pocket diary consisting the importance of safety in working and other aspects of safety.

15.8 Everyday staff position to be reported to BHEL site in charge /Dy. CEE/Elec, MCF.

15.9 The BHEL shall have the power to direct the contractor to engage sufficient number of expert supervisors, if it is considered that the contractor's supervising arrangements is insufficient for successful completion of the work. Repeated failure to comply with the above directive also will result in the contract being terminated apart from levy of penalty.

15.10 Only qualified welders shall be engaged by the contractor.

16.0 INSPECTION OF WORKS IN THE COACH

16.1 All works connected with this tender shall be inspected by QA/CLW or his nominee with reference to the approved drawings/specifications. The contractor shall provide all assistance including labour/ tools to carry out the final inspection and shall arrange to produce any test report demanded by the Inspection Engineer.

16.2 Any improvement to wiring, installation, material handling etc., if found necessary, shall be undertaken by the contractor and the works completed to the fullest satisfaction of the Inspection Engineer.

16.3 Contractor is prohibited from conducting live line testing (110V & above) of coach without associating BHEL/CLW inspection wing. Similarly, attention of defects noticed while testing shall be carried out after obtaining permission from the concerned authority.

17.0 TOOLS, TACKLES AND MEASURING INSTRUMENTS

The contractor must have adequate quantity of tools, measuring instruments, calibrating equipment etc. in his possession. All the necessary Tools, Tackles and Measuring Instruments required during installation and commissioning works/ overhauling works/ While conducting tests are to be arranged as and when required at no extra cost.

18.0 CONTRACT PERIOD – 12 MONTHS.

The contractor should ensure timely completion of work. The total work completion period 12 Months from the date of order or from the date of start of actual work which ever is later and contractor should consider the same while submitting the offer.

BHEL will take utmost care for continuous availability of material at site. However, due to unforeseen circumstances, there could be delay in supply and availability of work front , site has to be temporarily discontinued . This has to be noted by the bidders. Necessary time extension will be provided in such situation.

19.0 MANPOWER

Adequate manpower should be deployed consisting of Engineer, Supervisor, technician and labour as per the work requirement having required qualification in the field of Electrical / Mechanical. Instrumentation from recognized Universities.

20. GENERAL CONDITION OF CONTRACT

CONTRACTOR'S OBLIGATIONS

Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.

- Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.
- Contractor shall ensure that the employees deployed in the premises of MCF are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- Contractor shall maintain appropriate records of his employees deployed to carry out the work.
- Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.
- Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- Contractor will ensure that the work is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the work; nor shall sub-contract the work without prior written permission from BHEL.
- Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory at MCF, while undertaking the work tendered. The contractor shall be responsible for issue and wearing of the safety equipment's/gadgets.

- In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment deployed for this work, if any from the establishment of MCF.
- Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.
- 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.
- The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
- GeM Portal: - GeM seller Id will be mandatory to the successful / vendors before placement of order. Vendor/ vendors has to inform BHEL immediately on creation of seller Id.
- Force Majeure Clause:- any pandemic disease which leads to lockdown/shut down of the particular ELS/Zone, the vehicle/gate pass need to be obtained from the respective competent authority, viz, police, medical etc. for entry to Electric Loco Shed (ELS) for contract man power same need to be submitted along with bills.

21.0 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 Code on Wages 2019, Factories Act 1948, Child Labour (Prohibition & Regulation) Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Prevention of sexual harassment at workplace Act 2013, Guidelines/notification related to Safai Karmachari Act (as applicable) and other relevant laws/Rules applicable. The contractor shall also comply with applicable Acts/Rules, provisions, regulations, notifications and amendments made thereunder by concerned authorities from time to time.

- Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- Contractor shall ensure payment of statutory minimum wages prescribed by the Uttar Pradesh State government notified minimum wage, 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.
- Any periodic change in Minimum wages and statutory compliance as notified by appropriate Govt. agencies or thereof during the contract period shall be borne by the contractor.
- 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.
- Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.
- If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in sub clause (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.
- 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.

- 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 RCF for inspection of records of the contractors.
- Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
- 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 whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 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.
- 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.
- 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.
- The Engineer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be 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 of wages or of deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.
- 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. and PF No. in the techno-commercial bid.

- 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 contractor.
- Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- Contractor shall observe provisions of Factories Act /any other Statutory Bodies in respect of working hours, holidays, rest intervals, leaves and overtime to his employees who may be deployed in MCF premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL/ Factories Inspector /any other Statutory Bodies factory in separate. No work shall be done on overtime, Sundays or on other declared holidays without written permission from MCF.
- 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 through Bank account of contract labours and subsequently obtain their signatures in the wage payment register.
- Contractor shall obtain license under CL (R&A) Act, 1970 or amendments thereof.
- The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
- 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."
- 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”.

- 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 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.
- 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.
- 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.
- If applicable, the Contractor shall insure all his labourers 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
- 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.
- Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,
- Minimum Wages:- vendor has to ensure that minimum wages as per the state guidelines / Act are to be paid to their applicable employees/ staff.

22.0 GENERAL TERMS & CONDITIONS

- Engineer-in-charge shall give overall instructions to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor/his authorized Supervisor exclusive for this work only.

- The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.
- In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within the specified time in the notice and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.
- The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for the contract period from the date of commencement of work, after issue of Work order/LOI. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

23.0 SPECIAL INSTRUCTIONS

- The management of BHEL shall have the right to withhold payment of or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the terms and conditions of this arrangement or any payment necessitated due to the infringement of any statutory obligations by the contractor.
- The contractor shall not transfer or submit the work to anyone without the prior written approval of BHEL. The contractor shall either by himself or through a competent agent approved by BHEL authorities, perform the said work.

- The contractor or his authorized agent approved by BHEL shall be in attendance in BHEL premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of BHEL, the contractor shall be personally responsible and shall make good the loss forthwith.
- Whenever under the contract any sum of money shall be recovered from or payable by the contractor, the same shall be paid by the contractor on demand or such amount may also be deducted from any sum due or from any sum which at any time thereafter becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other work.
- If the management of BHEL engages workers to complete any part or whole of the work as per this contract for any period due to failure of the contract he has to reimburse to the management of BHEL, the extra cost involved on this account.
- All items of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of BHEL and the contractor or his agent approved by the company each day on completion of work.
- If any controversy regarding performance of any item of work is there it has to be settled before signing on the register by parties on the same day. No objection will be entertained after the contractor/his supervisor has signed in the register.
- Without prejudice to any rights or remedies under this agreement if the contractor dies, the BHEL authorities shall have the right to terminate this agreement without any liability whatsoever as regards to enlistment of the work for the balance contract period after the death of the contractor.
- The contractor shall disburse the wages through Bank Account of Contract labours and obtain their signature in the payment register on or before 7th of every month, if it falls on Sunday/Holiday, payment shall be made on previous day.
- The rates of wages should be quoted inclusive of ESI & PF. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above and the details of amounts remitted towards their PF & ESI for each month to be enclosed.
- The contractor shall apply & obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision 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.

- The contractor shall comply with the provisions of the Code on Wages Act 2019, Workmen's Compensation Act 1923 and other statutory law relating thereto and made thereunder from time to time.
- The contractor shall comply with the provisions of the workmen's compensation Act 1923 Employment of Children Act 1938, Employer's Liability Act, 1938, Industrial Disputes Act 1947 & other Acts Central or States that may be applicable to him. He shall be liable to pay all such sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, his workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.
- The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the Employees Provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions / contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract labourers engaged by him.
- Regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees' contributions and his own contribution thereon) to the ESI Corporation in respect of the employees engaged in RCF by him for this work for the relevant period before any payment is released by BHEL..
- As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed thereunder, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner through H.R. department, EDN BHEL and produce the Photostat copy of the challan receipt of monthly remittance of the contractor will be released only on production of 'NO DUE CERTIFICATE' from the Regional Provident Fund Commissioner. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through BHEL as Principal Employer.

- The BHEL General Conditions of Contract shall also apply to this work except to the extent modified in these conditions. The contractor shall scrutinize the GCC available in BHEL EDN and acquaint himself with provisions thereof to the satisfaction.
- The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the contractor without assigning any reason what so ever. As regards unsatisfactory performance or non-compliance with any of the terms & conditions of the contract by the contractor, the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the contractor & under such circumstances, the security deposit paid by the contractor shall stand forfeited.
- The contractor shall follow such Act, rules & regulations of the State/Central Govt that are in force & that may be framed from time to time. BHEL shall not be responsible for any infringement of the various statutes in force by the contractor.
- The contractor shall take, at his own cost the necessary license in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.
- **Statutory Deduction such as TDS towards Income Tax and GST TDS will be made as per Rules from the bills payable to contractor.**
- **Signature of the Parties**
 - Work order issued by BHEL to be signed and returned to BHEL. It should be signed with seal of the firm / company.
- The Job contractor shall maintain following Registers under Contract Labour (Regulation and Abolition) (Central) Rules, 1970 / other Acts applicable.
 - Muster Roll - Form No. (XVI)
 - Register of Workmen Employed by Contractor - Form No. (XIII)
 - Wage Register - Form No. (XVII)
 - Register of Over Time - Form No. (XXIII)
 - Register of Fines - Form No. (XXI)
 - Register of Advance - Form No. (XXII)
 - Register of Wages cum Muster Roll - Form No. (XVIII)
 - Wage Slips - Form No. (XIX)
 - Employment Cards - Form No. (XIV)
 - Register of Deduction for Damage of Loss - Form No. (XX)

- Service Certificate - Form No. (XV)
 - Registers under Equal Remuneration Act
 - Leave with wages - Form No. 14 under Karnataka Factories Rules 1969
 - Bonus Register - Form C under payment of Bonus Rules 1975
 - Accident Register
 - ESI/PF challans, records, Registers and returns under ESI/PF Acts.
 - Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him
-
- The contractor should reach site and establish his site office and mobilize to commence the work as per directions of BHEL engineer. The date of starting the work at site shall be fixed in consultation with BHEL's engineer and the same will be recorded in measurement book while entering the first RA bill.

24.0 DEFINITION OF WORK COMPLETION

The contractor's scope of work under these specifications will be deemed to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL site in charge. The decision of BHEL in this regard shall be final and binding on the contractor

25.0 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, equipment 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 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 safety 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.

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.

26.0 ARBITRATION:

The parties shall attempt to settle any disputes or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL -EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.

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 shall pass a reasoned award and the award of the Arbitration shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore.

The cost of arbitration shall be borne by the parties as decided by the Arbitrator upon him entering the reference.

Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

27.0 HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- Compliance with applicable Legislation and Regulation
 - Setting objectives and targets to eliminate/control/minimise environmental pollution, risks due to Occupational Health and Safety Hazards.
 - Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.
 - Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
 - Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
 - Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
 - Formulation and maintenance of HSE Management Programs for continual improvement.
 - Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
 - Communication of HSE Policy to all employees and interested parties.
- Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

28.0 FORMS & PROCEDURES

INDEX

SN	Description	Form No	Remarks
1.0	Forms		
1.1	Offer forwarding Letter/Submission of Tender	F-1 (Rev 00)	To be submitted by bidder on Letter Head
1.2	Declaration of acceptance to terms & conditions	F-2 (Rev 00)	To be submitted by bidder on Letter Head
1.3	No Deviation Certificate	F-4 (Rev 00)	To be submitted by bidder on Letter Head
1.4	Declaration confirming knowledge about Site Conditions	F-5 (Rev 00)	To be submitted by bidder on Letter Head
1.5	Experience Certificate	F-6 (Rev 00)	To be submitted by bidder duly signed by their customer
1.6	Declaration for relation in BHEL	F-7 (Rev 00)	To be submitted by bidder on Letter Head
1.7	Non Disclosure Certificate	F-8 (Rev 00)	To be submitted by bidder on Letter Head
1.8	Bank Guarantee for Security Deposit	F-13 (Rev 00)	On award of work
1.9	Indemnity Bond	F-19 (Rev 00)	On award of work
1.10	List of Consortium Bank	F-25 (Rev 00)	For Information

1.1 OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Electronic Division, Bangalore, in accordance with the terms and conditions thereof.

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

- 1.Amendments/Clarifications/Corrigenda/Errata/ etc issued in respect of the Tender documents by BHEL
- 2.Notice Inviting Tender (NIT)
- 3.Technical Conditions of Contract
- 4.General Conditions of Contract
- 5.Forms and Procedures
- 6.Price Bid

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

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

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

Date:

Name:

Place:

Address

1.2 DECLARATION OF ACCEPTANCE TO TERMS & CONDITIONS

1. I / we have understood clearly the areas, scope and nature of works and terms and conditions and shall scrupulously abide by the same.
2. As a registered contractor, I / we have understood clearly of our sole responsibility to faithfully comply with all the, requirements, Labour Laws including the Factories Act/, Code on Wages Act 2019/, Contract Labour (Regulation & Abolition) Act/, Workmen Compensation Act/, ESI Act/, PF Act/, Sales tax and Taxation Acts and others as applicable from time to time and M/s. BHEL-EDN or its officers shall not in any way be held responsible for any failure or violation on our part.
3. I / we have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me/us under the contract promptly in due time and rated irrespective of whether M/s. BHEL-EDN has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than the minimum wages prescribed and in force at the relevant period.
4. I / we agree to maintain all types of registers applicable under the prevailing labour laws and produce them for verification as and when called by the officers of BHEL- EDN/Inspecting authorities.

SIGNATURE OF THE CONTRACTOR

Date:

Name:

Place:

Address:

1.3 NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No,
2) All other pertinent issues till date

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

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

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

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

Thanking you,

Yours faithfully,

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

1.4 DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub : Declaration confirming knowledge about Site conditions

Ref : 1) NIT/Tender Specification No,

2) All other pertinent issues till date

I/We, hereby declare and confirm
that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full
knowledge and information about the Site conditions including Location of various work places,
site specific requirements and rules and regulations, available facilities, Wage structure, Industrial
Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm
that the above information is true and correct and we shall not raise any claim of any nature due to
lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in
accordance with Terms & Conditions thereof.

Yours faithfully,

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

1.5 EXPERIENCE CERTIFICATE

PROFORMA FOR FURNISHING EXPERIENCE CERTIFICATE

(Last 2 years preceding the date of opening of tender.)

Name and address of Department :

Agreement No & Date :

Name and address of Unit :

Value of Agreement : Name and address of Contractor : Original Currency :

Name and Type of work :

Actual date of completion :

Nature of work executed :

No. of extensions granted :

Sl. No.	Nature of Work	Value as per Agreement	Revised value	Payment received as per actual Execution	Remarks

Details of Installations : General remarks about performance.

Signature and Seal of the Authority

1.6 DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No,

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

Tick(✓) any one as applicable:

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

(OR)

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.

2. If BHEL Management comes to know at a late that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

1.7 NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL-Electronics Division, Bangalore is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....
who are submitting offer for providing services to BHEL- Electronics Division, Bangalore against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL Electronics Division, Bangalore

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Electronics Division, Bangalore.

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

Date:

1.8 Bank Guarantee:

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at _____ (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____ (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____ valued at Rs... (Rupees _____) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ only),

we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____

[Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____

without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of

this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including ___6 and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the ___, we shall be discharged from all the liability under this guarantee thereafter.

We,_____(indicate the name of the Bank)_____further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the saidcontractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect ofso relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

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

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

Date_____Day of _____
for_(indicate the name of the Bank) (Signature of Authorised signatory)

Bank Guarantee No:Date:

1.9 INDEMNITY BOND

Form No.:F-19(Rev 00)

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit **Electronics Division, PB No. 2606, Mysore Road, Bangalore, Karnataka** State. (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months
> i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract
(including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent

in the respective State)

Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of M/s xxxxxxxxxxxxxx

Witness:

- 1
- 2

1.10 List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

29.0 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 form 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 2019 which has been read and accepted by me/us.

30.0 . PART II - PRICE BID

PRICE BID FORMAT

1. TENDER NO: Installation of IGBT based Composite Converter with Traction Converter and Hotel Load Converter for Three Phase BO-BO WAP-5 Locomotive at CLW (West Bengal) – KANCHRAPARA and CLW (Uttar Pradesh) – GHAZIABAD and Commissioning Support and Additional work as mentioned in NIT :

PRICE BID FORMAT: PART-II				
Tender No: BHEL-EDN/PES-SS/CC-GZB,KPA/2022-23/01				
Sr. No	Description Of work	Quantity	Rate Per Unit (Rs)	Total (Rs)
1	Installation of IGBT based Composite Converter with Traction Converter and Hotel Load Converter for Three Phase BO-BO WAP-5 Locomotive at CLW (West Bengal) – KANCHRAPARA and CLW (Uttar Pradesh) – GHAZIABAD and Commissioning Support and Additional work as mentioned in NIT :			
A	Work Place : CLW (West Bengal) – KANCHRAPARA	5		
B	Work Place : CLW (West Bengal) – KANCHRAPARA	9		
	GST @ 18% (Persent Rate)			
	TOTAL with GST (Rs)			

NOTE : EVALUATION will be made Work Place Wise