

NOTICE INVITING TENDER DOCUMENT

FOR

**SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING &
COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW
PATIALA- 34 SETS.**

NIT No.: CXX/2022-23/02/DETC/PLW-PTA DTD. 13.09.2022

DUE DATE AND TIME: 27.09.2022, 1100 HRS



BHARAT HEAVY ELECTRICALS LTD.

Control Equipment Services Department (CXX)

Block-3 Annexe, WWGF

Piplani, BHOPAL - 462 022

Encl: 24 sheets

	BHARAT HEAVY ELECTRICALS LTD., BHOPAL - 462022 CONTROL EQUIPMENT SERVICES DEPT. (CXX) 0755- 2503357/3080 FAX : 0755-2500410		email : srai@bhel.in namitprakash@bhel.in
	To,	From: SANJAY RAI, Sr. DGM (CEE & CXX), BHEL BHOPAL – 462 022 Ref : CXX/2022-23/02/DETC/PLW-PTA Date : 13.09.2022	

By Registered Post / By E-mail / By Hand/Press Tender

NIT NO: CXX/2022-23/02/DETC/PLW-PTA

Date: 13.09.2022

**SUB: SITE SERVICES FOR INSTALLATION SUPERVISION,
TESTING & COMMISSIONING OF DETC CONTROLS & POWER
CIRCUITS AT PLW PATIALA- 34 SETS.**

Dear Sirs,

1. Sealed Bids are invited as per Terms & Conditions enclosed from qualifying bidders
2. Deputation to the site shall be on daily rate basis, as per T&C of NIT.
3. The Bids shall be in 2-part system i.e. Part-1 “Techno-Commercial Bid” and Part-2 “Price Bid”, both to be sent in separate sealed envelopes and dispatched in a single packet. The outer packet cover shall be inscribed with:

NIT No.: CXX/2022-23/02/DETC/PLW-PTA DUE DATE: 27.09.2022

PROJECT: SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING & COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW PATIALA- 34 SETS.

Inner envelopes shall be inscribed with:

PART-1: TECHNO-COMMERCIAL BID

NIT No.: CXX/2022-23/02/DETC/PLW-PTA DUE DATE: 27.09.2022

PROJECT: SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING & COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW PATIALA- 34 SETS.

PART-2: PRICE BID

NIT No.: CXX/2022-23/02/DETC/PLW-PTA DUE DATE: 27.09.2022

PROJECT: SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING & COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW PATIALA- 34 SETS.

The Bid should be addressed to:

In charge tender Room, BHEL Bhopal -462022.

4. The Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
5. Format for Part-1 Techno-Commercial Bid provided with the tender in Annex. – C is to be filled-up mandatorily and required enclosures attached.

6. The Bid must reach us sufficiently before **1100 hrs on 27.09.2022** and the Part-1 Techno-Commercial Bid will be opened on **27.09.2022** at **1400 hrs.** in the presence of those representatives of the bidders having authority letters from their companies.
7. **The Bid envelope should be inside the tender box (Green colour)** available in Tender room at Ground Floor, Administrative Building **before 1100 hrs. on 27.09.2022.** Bid received after 1100 hours shall be considered as late tender and is liable to be rejected.
8. Earnest Money (EMD) of Rs. **42,532/-** as mentioned in A: **The EMD is to be paid either (i) by online mode as per clause 22 of NIT above (e-Payment) and/or (ii) in the form of FDR 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). No other mode of payment is acceptable. The EMD paid shall not carry any interest. EMD of un-successful bidder shall be returned after award of work to successful bidder (techno-commercial cleared L1 bidder). If the bidder has already deposited one time EMD of Rs. 5 Lakhs with BHEL Bhopal, they are exempt from paying EMD for this tender. Bid received without EMD is liable to be rejected.**
9. Tender Fee of **Rs 1000/-+GST** (Rs. One Thousand only) to be **deposited online only and deposition slip (generated online)** to be sent along with the Bid inside the envelope containing Part-1 Techno-Commercial Bid. Bid received without Tender Fee is liable to be rejected. The Tender Fee shall be non-refundable. Amount deposited other than online mode is not acceptable, Refer point no.22 for process of online deposition.
10. **The enclosed scope of work, as detailed in the tender, covers only the major work / activities. In addition, if any other related activities for the completion of job are needed, as per general maintenance requirement and site conditions, they have to be carried out without any extra cost.**
11. Penalty for delay shall be as per LD Clause (Cl. 1.5 in Annex. –A & Cl. K in Annex. – B).
12. It will be in the interest of the contractor to visit the site before submitting the Bid to have clear idea about the site conditions, location and existing state of the equipment etc. Contractor shall provide prior information to BHEL.
13. BHEL is not responsible for the tenders/ bids lost / delayed in transit / by post etc. Any Bid reaching this office after due date & time or without EMD & Tender Fee will not be considered.
14. The validity of Bids should be six months from the date of tender opening.
15. The selected Contractor will have to mobilize their team (Reporting at site) with all pre-requisites within 7 days of the issue of the Letter of Intent / Work Order or advise for starting work from our end, whichever is later.
16. **Bid not received in line with the tender enquiry is liable to be rejected.**
17. It is requested that only authorized representative of the bidder attends the tender opening.
18. All tools & instruments and their mobilization is Contractor's responsibility. Contractor shall ensure use of only calibrated Inspection / Measuring / Testing Equipment conforming to national standards. Valid calibration certificate shall accompany these IMTEs.
19. "Code for Safety Management at Services Sites" in Annex. – E and "Statutory Liabilities of the Contractor" in Annex. – F are to be accepted by the party for qualifying in Techno-Commercial bid.
20. **Part-2 Price bids of only those parties will be opened who qualify in the Techno-Commercial bid.**
21. After receipt of work order from BHEL (if found technically suitable with L-1 price), Contractor has to sign a Contract Agreement on Rs. 500 Stamp Paper covering all terms and conditions of work order. Stamp duty charges shall be borne by the Contractor.
22. In order to minimize cash handling, faster collection of money receipt and also to provide ease and comfort of payment from their own place for depositors; an online facility through SB-Collect has been implemented. It is for depositing amount for getting various types of services from BHEL Bhopal viz. Tender cost, Earnest Money Deposit, Security Deposit etc., Complete details are available under tag "online e-payment" on internet. Same page may also be viewed by clicking over the following link:
<https://www.bhelbpl.co.in/qcins/iccs.htm>

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

It is expected from the depositor(s) to understand the process first from the help document bank site before proceeding to deposit.

Path:

1. <https://www.bhelbpl.co.in/qcins/iccs.htm>
2. Proceed Direct to Bank Site for payment
3. Accept the T&C and proceed.
4. Select State- Madhya Pradesh
5. Select Industry
6. Select Industries name as Bharat Heavy Electrical limited Bhopal
7. Select Payment Category – Tender Fee/ EMD/ SD etc.
8. Fill the details and Deposit the amount.

Thanking You,

Yours faithfully,

For and on behalf of BHEL



Sanjay Rai,
Sr. DGM (D) (CEE & CXX)
Block No. 3, Western Wing, Ground Floor
BHEL Bhopal-462022

Encl:

1	BHEL Commercial Terms & Conditions	Annex. – A
2	Scope of Work, Technical Details	Annex. – B
3	Techno-Commercial Bid Format	Annex. – C
4	Price Bid Format	Annex. – D
5	Code for Safety Management at Services Sites	Annex. – E
6	Statutory Liabilities of the Contractor	Annex. – F
7	Scope of work	Annex. – G
8	Qualification Criteria & Special Conditions	Annex. – H
9	Compensation clause	Annex. – I
10	Guideline for GST	Annex.- J
11	Arbitration & Law	Annex- K

Annexure – A

1.0 BHEL COMMERCIAL TERMS & CONDITIONS CXX/2022-23/02/DETC/PLW-PTA		
1.1	Terms of Payment	• No mobilization advance is payable. • Payment shall be made within 60 days from the date of receipt of clear bill on per visit basis in the following manner: • 100% payment for each site visit after work completion (supported with MOM / certification by BHEL / Customer) together with invoice for completed activities. • SD deducted from Running Account bills shall be returned 90 days after completion of work and acceptance by BHEL.
1.2	Deduction of Income Tax / Payment of GST	All payments are subject to Income Tax deduction as per prevalent rate of the bill amount at source as per Central Government Laws. BHEL shall issue appropriate certificate in this regard. GST as applicable, shall be payable extra at the prevailing rate upon proof of payment.
1.3	Earnest Money Deposit (EMD)	EMD is essentially to be deposited by each bidder: EMD amount for this NIT is Rs. 42,532/- The EMD is to be paid either (i) by online mode as per clause 22 of NIT above (e-Payment) and/or (ii) in the form of FDR 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). No other mode of payment is acceptable. The EMD paid shall not carry any interest. EMD of un-successful bidder shall be returned after award of work to successful bidder (techno-commercial cleared L1 bidder). If the bidder has already deposited one time EMD of Rs. 5 Lakhs with BHEL Bhopal, they are exempt from paying EMD for this tender.
1.4	Security deposit (SD)	SD is essentially to be deposited by the successful bidder @3% of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. Balance SD may be accepted in the following forms (after adjusting the EMD amount): i) Electronic Fund Transfer in favor of BHEL. ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iii) 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) iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith (v) online as per clause 22 of NIT above (e-Payment).
1.5	Penalty Clause	Refer Annexure B Clause K.

All other terms and conditions shall be governed as per NIT details and its Annexures signed and submitted by the bidder with the Bid and subsequent clarifications / confirmations, if any.

Annexure – B

NIT No. CXX/2022-23/02/DETC/PLW-PTA	Dtd: 13.09.2022
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SCOPE OF WORK & TECHNICAL DETAILS OF	SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING & COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW PATIALA- 34 SETS.
EXECUTING AGENCY	BHEL, BHOPAL: CEE – CXX DEPT.

A. SCOPE OF WORK AND BRIEF DESCRIPTION OF ACTIVITIES INVOLVED: Please Refer Annexure – G for brief scope of work.

B. OBJECTIVE OF THE PROJECT:

SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING & COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW PATIALA- 34 SETS.

C. SITE DETAILS:

Contractor has to complete the work at PLW Patiala work shop.

D. LIST OF TOOLS TO BE CARRIED BY CONTRACTOR:

- A.** Solder Iron & De-solder Pump with consumable.
- B.** Hand Drill machine.
- C.** Crimping tool for both control & power cable
- D.** Multi-meter
- E.** 1000 V Megger
- F.** Electrician General Tools (Screw Driver Set, Spanner Set, LN Key Set, Tester, Socket Set, Wire Stripper, Crimping Tool etc.)
- G.** Resistance Box with One Set of resistances
- H.** Measuring Tools, Torch Light, insulation Tape etc.
- I.** Jigsaw machine, grinder etc.
- J.** Welding set & electrodes.
- K.** Any other tool required for commissioning at site.

E. TERMS & CONDITIONS:

1. Contractor shall make deputation as per call given by BHEL, maximum within 7 Days period.
2. The daily rate charges shall be paid for the period(s) of actual working at site, based on the Time Sheets / Certification by BHEL / Customer / Site Representative.
3. <u>Journey DA:</u> Fixed DA charges @ <u>Rs 346/- per day</u> towards travel / journey time shall be paid. For part- hours journey period payment shall be made based on: (a) 3-6 Hrs = ¼ DA, (b) 6-12 Hrs = ½ DA (c) More than 12 Hrs shall be Full DA.

4. In case BHEL Bhopal calls the party for (i) Material / Spares collection (ii) Providing Technical / Commercial inputs like Drgs. / Schemes, guidelines, Offers / Bill chase-up (iii) Associating in the testing of the Eqpt. other than during Training Period, following Charges shall be permitted:		
	For Local Party	For Out-of-Bhopal Party
For Full Day (F/N + A/N) working at BHEL	@ Rs 196/-	@ Rs 346/-
5. The person(s) called for at BHEL or deputed to site will make his/their own arrangement for stay / lodging & boarding.		
6. After job completion, the contractor shall submit the Invoice for number of days worked at site, along with other vouchers.		
7. The Contractor will make his own arrangement for the necessary insurance of his (i) personnel (ii) instruments / tools / tackles, test eqpt against accidents, damage, theft or fire etc. Necessary workmen compensation insurance is contractor's responsibility.		
8. The contractor shall carry out and complete the specified work(s) to the entire satisfaction of BHEL.		
9. BHEL shall not reimburse any expenses towards (i) insurance cover for contractor's Persons deputed for site work, tools, instruments etc. (ii) any medical expenditure (iii) transport of his tools / instruments, personal luggage etc.		
10. Rly Journey: To and Fro railway fare upto site, equivalent to II-AC incl. Tatkal Chgs., (if paid), for Graduate Engineer and III-AC incl. Tatkal Chgs., (if paid), for Diploma and ITI holders will be reimbursed. Journey particulars (Train Name, Train No. Tkt No., Stn From, Stn To, Distance, Date & Time of Departure, Date & Time of Arrival, Fare etc) to be furnished with the bills / invoices and the same shall be self-certified.		
11. Road Journey: Where train journey is not available / longer distance / more time consuming, Road travel charges shall be reimbursed @ Rs 5/- per Km		
12. Local Conveyance: (i) Where Customer or BHEL is not providing any conveyance to the site from the stay place, re-imbursement @ Rs 196/- per day shall be permitted. For GHA within the Factory premises provided by customer, this shall not be paid. (ii) Local conveyance to / from Place of Residence / Hotel / GH from / to Rly. Station / Bus Stand shall be Paid @ Rs. 196/- per trip		
13. Depending on requirement, the contractor shall have to depute his person(s) even on 24 hours' notice (to leave HQ), as per BHEL requirement to attend site work.		
14. Drawing, Schemes/ Wiring/ Sequence Test Protocol shall be provided by BHEL for successful bidders during deputation at site.		
15. Contingency purchases/ Miscellaneous Expenses: Contingency/Miscellaneous re-imbursement against unforeseen contingencies, for Telephone, Internet expenses, Fabrication of plates/channels, provision for procurement of Hardware, minor electrical items, paint/thinner for touch up, cable /wire/ tool/ lugs ferrule/welding electrodes and other		

items as per requirement at site limited to Rs. 101266/- . subject to production of Bill and certification by BHEL.
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F. CONTRACT VALIDITY & REVIEW OF PERFORMANCE:

1. Contract shall be valid for a period of 1 yr from the date of signing of contract
2. BHEL may short close the contract without assigning any reason.
3. BHEL shall appraise the performance of the contractor during testing, commissioning and functioning of the system and any other work done by contractor and shall be entitled to reject any work which, is not in full accordance with their expectations BHEL reserves the right to even terminate the contract unilaterally.

G. CONFIDENTIALITY:

The Contractor shall not mis-utilize, issue to others any confidential information like Schemes / Drgs, Manuals, Instructions etc pertaining to the BHEL equipment / system nor shall attend to any site complaints for the said Equipment directly on private basis during the tenure of contract and for next 10 years.

H. STATUTORY LIABILITY & ADHERANCE TO SAFETY MANAGEMENT CODE:

Where the Contractor Company has employed workers for these services, the enclosed Statutory Rules / Regulations viz. “Code for Safety Management at Services Site” and “Statutory Liabilities of the Contractor” (vide **Annexures - E & F**) are to be accepted and followed by the party and feedback against compliance to be provided to BHEL.

The contractor shall defend & hold the BHEL, Railway or person & agencies working on their behalf harmless from all actions, claims, suits and demands made, against either or both or any or all of them in respect of injuries to or death of any person including employees of the contractor or non-compliance of any statutory requirement.

I. QUALIFICATION CRITERIA & SPECIAL CONDITIONS: Refer Annexure-H.

J. CONTRACT VALUE:

Total Number of days (tentative) for which site work is required is mentioned in price bid, all the factor as mentioned in clause E of annexure B shall be considered for arriving at contract value. The total contract value shall be comprising tentative Mandays, to & fro Train journey from respective HQ, local conveyance, Journey, Contingency charges, etc. as mentioned in Cl. E of Annexure B above.

K. PENALTY:

Penalty in the following cases shall be applicable:

1. Supplier shall have to report at site within 07-day notice provided to them. Wherever the delay is due to mobilization by contractor a sum of Rs. 500/- Per day, after 07-day notice, shall be recovered as Penalty.

2. Whenever customer reports from site for the delay/poor execution of work and this delay/poor execution is attributable to Contractor, a sum equivalent to 0.5% of Contract Value shall be recovered as Penalty for each visit.

Certification for delay in deputation and delay/poor execution of work at site shall be given by BHEL and shall be final. Total Penalty shall not exceed 10 % of the contract value.

ANNEXURE – C**NIT No. CXX/2022-23/02/DETC/PLW-PTA****Dtd: 13.09.2022**

PART – 1		TECHNO-COMMERCIAL BID		DUE DATE: 27.09.2022	
SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING & COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW PATIALA- 34 SETS.					
1.	NAME OF BIDDER & POSTAL ADDRESS WITH PIN CODE				
2.	CONTACT PERSON(S) PHONE / MOBILE NO(S).				
3.	FAX NO.				
4.	EMAIL ID				
5.	BID REF. NO. & DATE	Ref.	Date		
6.	COMPANY REGISTRATION NO. (document)	Reg. No.	City	Date	
7.	IT PERMANENT A/C NO. (PAN) (document)				
8.	GST REGN. NO. (furnish document)				
9.	ESI / WC CODE NO. (furnish document)				
10.	PROVIDENT FUND NO. (furnish document)				
11.	TENDER FEE PARTICULARS	Amt. 1000/- + GST DU NO.			
12.	EMD PARTICULARS	Amt. 42,532/- DU NO.			
13.	VALIDITY OF BID	6 months			
14.	MOBILISATION (TO SITE) PERIOD	7 days from intimation			
15.	BIODATAS OF PROPOSED EXPERIENCED SITE MANPOWER (furnish documentary proof)	Experienced Commissioning Engineer ,Diploma Engineer & Skilled ITI Electrician/Fitter			
16.	Average annual financial turnover for LAST 3 YEARS UPTO 31ST March 2021 (Following Documentary proof must be submitted as proof of Average Annual Turnover: 1) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet. 2) In case of proprietorship and partnership where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.)	(Mention Amount, which must be at least Rs.6.38 Lakhs) (mandatory)			

17.	The bidder must have successfully executed order from Indian Railways or BHEL or any propulsion equipment (Traction system and Electrics) manufacturer/ supplier to Indian Railways, for Commissioning/ Comprehensive Maintenance, Periodic Overhauling & Breakdown Maintenance of electrical control and power circuits (Where scope of contractor must include complete Power & Control system for DETC/DEMU/METRO/ACEMU/MEMU), of minimum 5 (Five) number DETC/DEMU/METRO/ACEMU/MEMU manufactured by any Workshop/ unit/ establishment of Indian Railways for Indian Railway application during the last 7 years upto 31st August 2022 (furnish documentary proof). Bidder must note that only installation work, wiring, cabling work or commissioning support work shall not be considered as sufficient criteria for qualification of bidder.	(Must be not less than Rs. 8.51 Lakhs each for 3 jobs OR Rs. 10.63 Lakhs each for 2 jobs OR Rs.17.01 Lakhs for 1 job) (mandatory)
18.	TECHNICAL DEVIATIONS (give details, if any	Yes / No*
19.	DEVIATIONS ON COMMERCIAL CONDITIONS, give details, if any	Yes / No*
20.	CONFIRMATION TO ANNEX-H , I , J & K	Yes / No*
21.	SIGNED COPY OF NIT	Enclosed (mandatory)
22.	UNPRICED PRICE BID FORMAT	(Fill up “QUOTED” wherever prices are quoted) (mandatory)
23.	ADHERANCE TO SAFETY MGMT CODE & STATUTORY LIABILITIES AS PER ANNEXURE-E & ANNEXURE-F	Yes / No (mandatory)
24.	List of Enclosures: 1. 2. etc	

* If No deviation is mentioned, it implies that All NIT T&C is acceptable to bidder.

Signature with date & Seal of contractor

ANNEXURE – D**NIT No. CXX/2022-23/02/DETC/PLW-PTA****Dtd: 13.09.2022**

PART – 2	PRICE BID	DUE DATE: 27.09.2022
SITE SERVICES FOR INSTALLATION SUPERVISION, TESTING & COMMISSIONING OF DETC CONTROLS & POWER CIRCUITS AT PLW PATIALA- 34 SETS.		

NAME & ADDRESS / PIN CODE / TEL / FAX / E- MAIL OF BIDDER	
BID DETAILS	Ref No. : _____ Date: _____

A. PRICE BID FORMAT:**Rates must be quoted as below:**

Sl.	Description	Man Days (A)	Price in (Rs.) (B)
1.0	DAILY RATE (Exclusive of Tax) FOR GRADUATE ENGINEER FOR SITE SERVICES	306	Total Graduate engineer price shall be 47.64% of the total value.
2.0	DAILY RATE (Exclusive of Tax) FOR DIPLOMA ENGINEER FOR SITE SERVICES	306	Total Diploma engineer price shall be 33.34% of the total value.
3.0	DAILY RATE (Exclusive of Tax) FOR SKILLED ITI ELECTRICIAN/FITTER FOR SITE SERVICES	306	Total Skilled electrician price shall be 19.02% of the total value.
Total in Fig.			XXXXXXXXX <u>(TO BE FILLED BY BIDDER)</u>
Total in Words			

Note:

1. Bidder to quote only total value at the bottom of 'B' Column based on total man days envisaged as in 'A' column. Individual item rates for Graduate Engineer, Diploma engineer, and Skilled Electrician shall be derived from total value in the ratio of percentage as shown in 'B' Column. Per day rate of Graduate engineer, Diploma engineer & Skilled electrician shall be calculated by calculated amount of column (B) divided by number of man days as shown in column in (A).
2. Rates quoted above should include lodging & boarding charges and shall be firm throughout the contract period.
3. The Price Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
4. Rates should be quoted in figures as well as words and should comply to the following criteria:
 - a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price will be

corrected accordingly, unless 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.

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) Such discrepancy in an offer shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.
5. HQ/Station of Contractor to be mentioned from where persons are to be deputed at site for considering the journey fare for deciding the contract value, else HQ shall be taken bi-default at Bhopal and contract value shall be derived accordingly.
 6. Above daily rate should be for site work only and not for journey period.
 7. GST shall be payable extra as applicable on proof of payment.
 8. Payment towards other head shall be as per Cl. E of Annex. B.
 9. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
 10. Other Terms shall be as per NIT.
 11. Man Days mentioned here are tentative and actual Payment shall be made based on actual days consumed at site, limited to contract value.
 12. Bids should comply to minimum statutory amount, i.e minimum wage, PF, ESI, etc. Bids lower than the minimum statutory amount shall be rejected.
 13. TDS under Income Tax Act shall be deducted as applicable from contractors' bill.
 - 14. Total Contract value shall be calculated based on total cost to BHEL by summing up total amount as above, to & fro train fare, Journey DA cost of service personnel, Local Conveyance and as per other T&C of clause E of Annexure B.**

Sign of contractor: _____

Date:

Seal

NIT No. CXX/2022-23/02/DETC/PLW-PTA

Dtd: 13.09.2022

SUB: CODE FOR SAFETY MANAGEMENT AT SERVICES SITES

It may please be noted that the following practices are to be observed during execution the work:

GUIDELINES FOR SAFE WORK PRACTICES

- Personal Protective Equipment: Provision & use of personal protective equipment conforming to Indian or equivalent standards to all employees of BHEL & its sub-contractors working at sites shall be ensured as specified below:
- Safety Helmets Conforming to IS:2925 shall be worn by all at sites where there is any possibility of any object falling from overhead.
- Safety Belts (Type 2) Conforming to IS: 3521 shall be used with the life line properly tied, by any person who is required to work at an elevated location from where there is possibility of fall of the person by more than two meters.
- Person who might be exposed to any hazards to his eyes & face during the course of his work shall use 2.1.3 Eye & Face Protection Device Conforming to IS: 8940 or 8520.
- Ear protection Device Conforming to IS: 6229 shall be used by any person exposed to excessive noise in his work.
- Hand & Body Protection Devices IS: 2573 or 6994 or 8519 or 8807 as applicable shall be used by a person who might be exposed to the possibility of Injury to his hand or body while executing a particular task.
- Foot Protection Devices: Safety shoes or good quality covered shoes, depending on the degree of hazard one is likely to be exposed to, shall be worn by persons engaged at servicing sites.

HOUSE KEEPING

- Materials, equipment etc. shall not be placed or left work area so as to obstruct safe movement of people or cause any other mishap.
- Work places & passageways that are slippery due to oil, water etc. shall be cleaned up or strewn with sand/similar substance.
- Action shall be taken to discourage the practice of throwing materials/ equipment from elevated locations to lower levels.

ILLUMINATION

- Adequate & suitable artificial lighting shall be provided at all work places and their approaches.
- Lamps shall be protected by suitable guards where necessary to prevent danger, if the lamp breaks.
- Hand-held lamps shall be powered by either 24V supply or dry cells.
- Emergency lighting provisions for night work shall be made to minimize danger in case of power failure.
- Insertion of electrical wires directly into socket holes without proper plug top for drawing power shall not be allowed.
- Proper earthing & insulation of all temporary electrical lines laid for servicing jobs shall be ensured.

FIRE HAZARDS/ ACCIDENTS AND THEIR CONTROL

- Contractor should ensure that fire- fighting equipment, arranged by customer, is available in the vicinity of work place.

- Arrangements shall be made to contain sparks generated during welding, cutting or other operations and sparks shall not be allowed to fall down on combustible materials, if any, kept below.
- Every scaffold shall be of safe design for the purpose for which it is to be used and shall be of safe and sound constructions and maintained in good conditions.
- Switching off of power supply to welding machines etc. shall be ensured during non-working period.
- Rolling & dragging gas cylinder shall be allowed but suitably designed cage system shall be used for lifting of gas cylinders to elevated work locations and also for lowering them.

FIRST AID

- Contractor shall be required to maintain a first aid box with essential items. The box shall be available for use at all hours of work.

STATUTORY REQUIREMENTS

- Adherence to all local, state and central legislation on safety measures as applicable to the work at site shall be ensured.
- This document may be treated as a part of the NITs and your acceptance of these requirements will be essential for qualifying to work as our sub-contractor.

NIT No. CXX/2022-23/02/DETC/PLW-PTA**Dtd: 13.09.2022****SUB: STATUTORY LIABILITIES OF THE CONTRACTOR**

- All statutory requirement under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Tax Act and all other applicable Act etc shall be complied by the Contractor
- Contractor shall comply with all statutory requirement, rules, regulations & notification etc in relation to employees issued from time to time by the concerned authorities
- Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a minimum period of at least 3 years and should be made available even after the contract is over for any verification by statutory / BHEL authority
- Contractor to provide PF Pass Book to his employees ensure payment of PF, EDLI, pension dues under EPF and MP Act 1952 to the RPFC
- Contractor shall ensure payment of ESI contributions under ESI Act 1948, and provide ESI membership no. of each employee
- Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension, ESI contribution, administrative charges etc where ever applicable and shall maintain proper records
- Contractor shall furnish proper returns to the concerned statutory authorities
- Contractor shall be solely responsible for non- payment, delayed payment of wages, contribution 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, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor
- Payment of bonus under Bonus Act, payment of gratuity under Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Contractor
- Over & above the daily wage rate, payment shall be made for leave with wages
- Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave & overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission
- In case a contractor employs women as employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc
- Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of the contract operating division & HR representative who shall record under his signature to the end of entries in the register of wages and give certificate to this effect which shall be enclosed with the bill for claiming payment
- In case the Contractor fails to make payment to his employees within the stipulated date / time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the Contractor shall replenish such an amount immediately
- Contractor shall indemnify BHEL against all claims and losses under various statues or any civil or criminal law in connection with the employees deployed by him
- The contractor shall issue all the necessary Personal Protective Equipments (PPEs) to all his workmen involved in the job. The liability for any compensation on account of any injury sustained by an employee of the contractor shall be exclusively of the Contractor

- Contractor to obtain insurance cover for his employees / equipment, tools & tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees
- Contractor should have independent code numbers under EPF & MP Act 1952 and ESI Act 1948 Service Tax and shall cover his employees under the said codes
- Contractor to obtain license under CL(R&A) Act 1970.

ANNEXURE-G

SCOPE OF WORK

The scope of work includes supervision of installation of MSG, Main Rectifiers- 2nos., CC1, CC2, DD1 & DD2, RRU- 2 Nos. and on board and Resistance Box – under frame, associated Power and control wiring up to its other destination/ origin, testing, commissioning and troubleshooting of these equipment in DETC along engine, traction motor, their accessories, governor circuits and other DETC circuits and assembly. Broadly scope of contractor shall include but not limited to:

1. Supervision of installation of MSG, Main Rectifiers- 2nos., CC1, CC2, DD1 & DD2, RRU- 2 Nos. on board and Resistance Box – underframe. Coordination with PLW & BHEL for Fabrication of Mounting frame as required. Supervision of laying of under frame and above frame Power & Control Cables. Checking Polarity, termination and connection of all under frame cables.
2. Check correctness of polarity for field and armature supply at Traction motor junction box. Checking polarity for field and armature supply by rotation of DC motor 1,2,3 & 4 by temporarily arranging supply through rectifier and AC source and through MSG reverser operation. Check the laying of power cables b/n Motor Switch Group, Rectifier 1&2, Traction Alternator 1&2 and Motor Junction box 1,2,3 &4 in high dip position of coach. Apply 110V/single phase AC shop supply check for input to rectifier 1&2. Connect 110V AC supply to any two phases of rectifier through traction alternator output cables. Check correctness of Polarity at rectifier O/P. Operate MSG reverser manually in Forward/Reverse position and check the rotation of motor. (Forward direction: (i) Motor 1 & 3 (clockwise direction), (ii) Motor 2 & 4 (anti-clockwise direction. Reverse direction: (i) Motor 1 & 3 (anti-clockwise direction), (ii) Motor 2 & 4 (clockwise direction)).
3. Preparing circuit for HV test removing cables as required for the test. Conducting HV Test in association with PLW staff and guiding PLW staff for restoration of cables after HV Test.
4. Supervision of Mounting, wiring and termination of loose supplied gauges, Speed indicators, Meters, Speed sensor, interconnecting cables, Lighting Control units, LCC etc.
5. Checking of termination of Control cable at all BHEL Panels for external cables and testing continuity with other originating end for control cables.
6. Conducting continuity, check quality of termination & pin insertion integrity of all multipin socket terminating at BHEL panels.
7. Sequence Test- Testing all circuits as per schematic drawings of BHEL/ ICF & PLW/ BHEL Test protocol to ensure integrity and functioning as per scheme. This includes testing circuit for starting/ stopping engine from local as well as remote, test for engine stopping in case of fault, test for all indication by simulating or actually creating the conditions for indications, testing by simulating all safeties and testing annunciation and trip as per scheme, Testing of earth fault safety circuit response by simulating earth fault, Testing of all governor related circuits and their interlocks, testing of all interlocks, Testing of excitation control circuit its interlocks and safeties, testing of motor control circuit its safeties and interlock, Testing of functioning of auxiliary supply and charging circuit, Testing of motor cutout and bypass circuits, Testing of all fan & Lighting (Cabin, Headlight, Tail light, Marker Light, Parking

Light etc) circuits etc. Detailed protocol shall be provided to successful bidder. The contractor shall duly fill up formats provided for each DETC and submit the same to BHEL.

8. Troubleshooting and rectification with PLW/ BHEL support, as required shall be responsibility of contractor.
9. Attending Load test and carrying out necessary sequences, notch selection in coordination with engine OEM/ their representative.
10. Attending movement test as per PLW requirement. Troubleshooting of fault if any informing concerned agency and rectifying fault if any with BHEL/ PLW support.
11. Attending shipping points as pointed out by PLW with support of BHEL/ PLW. Any shortages to be informed to concerned agency immediately.
12. Before dispatch check all hardware, covers and panels have been duly secured in place. There are no loose wires, all wires cables are properly secured, bunched and routed and general aesthetics are maintained. Any discrepancy to be brought into notice of BHEL/ PLW immediately (verbally or if required in written form) and get resolved with their support.

Note:

1. Signing of MOM with PLW representative or BHEL representative for above activities is also included in the Contractor's scope.
2. All tools, instrument as required for commission activities (Multi-meter, Clamp-meter Crimping Tools, Hand tools, blower etc.) shall be in contractor's scope.
3. The work content above is only a brief description of activities involved as it is not possible to define each and every activity. The scope of contractor covers to identify all activity and conducting it themselves or pointing out to BHEL/ PLW for resolution in time to ensure the controls and Power electrical circuit and systems are fully tested, functional and sound working conditions while DETC is dispatched.
4. Minor works shall be in scope of contractor, though defining the compete minor work is not possible, however some of the minor modification such as changing NO to NC contacts, replacing freewheeling diodes, replacing toggle switch, tightening of wire termination, providing one to two extra wires, replacing faulty meter, crimping of lug came out, putting of few identification labels, replacing up to three panel locks, replacement of fused filament bulbs, rerouting of few cables, putting cable ties, putting/replacing wire ferrules, WAGO /similar TB stickers etc. Bidder to quote considering that above minor modifications may arise. No separate charges shall be payable for minor modifications. Any Major modification to be kept in knowledge of BHEL.
5. Contractor shall depute manpower in two shifts and also in third shift (if demanded by PLW/ BHEL). Manpower to be provided on as required basis to finish the job in stipulated time on daily rate basis.

ANNEXURE-H

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Dtd: 13.09.2022

SUB: QUALIFICATION CRITERIA & SPECIAL CONDITIONS

QUALIFYING CRITERIA (TECHNO-COMMERCIAL):

FINANCIAL:

Average annual financial turnover for LAST 3 YEARS UPTO 31ST March 2021 (Following Documentary proof must be submitted as proof of Average Annual Turnover: 1) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No., FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet. 2) In case of proprietorship and partnership where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.)	<i>(Mention Amount, which must be at least Rs.6.38 Lakhs)</i> (mandatory)
The bidder must have successfully executed order from Indian Railways or BHEL or any propulsion equipment (Traction system and Electrics) manufacturer/ supplier to Indian Railways, for Commissioning/ Comprehensive Maintenance, Periodic Overhauling & Breakdown Maintenance of electrical control and power circuits (Where scope of contractor must include complete Power & Control system for DETC/DEMU/METRO/ACEMU/MEMU), of minimum 5 (Five) number DETC/DEMU/METRO/ACEMU/MEMU manufactured by any Workshop/ unit/ establishment of Indian Railways for Indian Railway application during the last 7 years upto 31st August 2022 (furnish documentary proof). Bidder must note that only installation work, wiring, cabling work or commissioning support work shall not be considered as sufficient criteria for qualification of bidder.	<i>(Must be not less than Rs. 8.51 Lakhs each for 3 jobs OR Rs. 10.63 Lakhs each for 2 jobs OR Rs.17.01 Lakhs for 1 job)</i> (mandatory)

TECHNICAL:

The bidder must have successfully executed order from Indian Railways or BHEL or any propulsion equipment (Traction system and Electrics) manufacturer/ supplier to Indian Railways, for Commissioning/ Comprehensive Maintenance, Periodic Overhauling & Breakdown Maintenance of electrical control and power circuits (Where scope of contractor must include complete Power & Control system for DETC/DEMU/METRO/ACEMU/MEMU), of minimum 5 (Five) number DETC/DEMU/METRO/ACEMU/MEMU manufactured by any Workshop/ unit/ establishment of Indian Railways for Indian Railway application during the last 7 years upto 31st August 2022 (furnish documentary proof).	1. MOM or documentary proof duly signed by Indian Railway or BHEL or any propulsion equipment (Traction engine and Electrics) manufacturer/ supplier to Indian Railways as Proof of having successfully executed any order (whether running or completed) for minimum 05 nos of DETC/DEMU/METRO/ACEMU/MEMU. 2. Running or Completed Purchase Order/Work Order/Contract Agreement (PO/WO/CA) for above MOM or documentary proof also to be submitted. Only PO/WO/CA without documents covered as in sl. No. 01 is not acceptable as qualifying criteria.
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SPECIAL CONDITIONS

1. It is not the intent to specify completely herein, all details for Supervision of Installation, testing, commissioning and troubleshooting of DETC Control & Power Circuit, any activity not explicitly mentioned in our specification but required for Installation Supervision, testing, commissioning and troubleshooting of equipment as per prevailing sound engineering practices in industry, ensuring safety of equipment & personnel, ergonomics, aesthetics to be considered as part of contractor's scope. Prior to bidding, the bidder must carefully assess the system requirement and work involved for its smooth integration.
2. Minor modifications like re-wiring in panel, installation of any extra components, hardware etc. are in the scope of work. Major modification, if any will be intimated to BHEL for suitable action.
3. BHEL shall appraise the performance of the contractor during supervision of installation, testing, commissioning and functioning including troubleshooting of the system and any other work done by contractor and shall be entitled to reject any work which, is not in full accordance with their expectations, BHEL reserves the right to even terminate the contract unilaterally if, in their judgment, there are enough rejections of work, delay or omissions.
4. Signing of MOM/ providing completion report to BHEL/ultimate customer shall be in contractor's scope.
5. Contractor shall update BHEL on daily basis regarding the work progress made and consult further course of action.
6. Bidder shall provide rate as per Price Bid Format.
7. Supervision of installation of control equipment covered in the contract is in contractor's scope. Bidder to also note the requirement of Fabrication & Installation of mounting frame along with bracket and hardware's is not in contractor's scope. But quality of such frames and mounting through the same should be supervised by the bidder and should be communicated to BHEL/ PLW if any corrective action is envisaged.
8. BHEL may short close the contract without assigning any reason.
9. Deputation shall be strictly need based as per discretion of BHEL. Contractor must clearly understand that there is no compulsion on BHEL to avail services/deputation

for any minimum no. of days. Number of DETC's under the scope of contract may be unilaterally reduced by BHEL without assigning any reason.

10. The contractor shall defend or hold the BHEL, Railway or person & agencies working on their behalf harmless from all actions, claims, suits and demands made, against either or both or any or all of them in respect of injuries to or death of any person including employees of the contractor or non-compliance of any statutory requirement.
11. Train/ air/ road travel fare, travelling expenses lodging & boarding and transportation facilities of the person engaged in erection & commissioning job or any other purpose is the sole responsibilities of the contractor. BHEL shall not be responsible for providing these facilities.
12. No overtime shall be applicable for this tender. Manpower schedule to be adjusted as per site work requirement.
13. Manpower shall be deployed as demanded by BHEL. However, on BHEL demand the contractor is liable to maintain a minimum team of (1 engineer + 1 Diploma holder + 1 Electrician if the no. of coaches is within 4 nos.) and (2 engineer + 2 Diploma holder + 2 Electrician if the no. of coaches is 4-6 nos.).

14. Force Majeure:

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

15. Risk and cost clause:

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

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**GUIDELINES PROVIDED FOR COMPENSATION IN CASE OF DEATH/
PERMANENT TOTAL DISABLEMENT**

Sub: Compensation in cases of death/ permanent incapacitation of person due to unintended/unforeseen occurrences during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof , project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/ Offices/ townships and premises/ Project Sites.

- a) *Victim: Any person who suffers permanent disablement or dies in an accident as defined below.*
- b) *Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories! offices and precincts thereof, project execution, erection and commissioning , services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units! Offices! townships and premises! Project Sites.*
- c) *Compensation in respect of each of the victims:*
 - (i) *In the event of death or **permanent disability** resulting from **Loss of both limbs:** Rs. 10,00,000/- (Rs. Ten Lakh)*
 - (ii) *In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh)*
- d) *Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."*

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

GUIDELINES FOR GST

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon: -**
 - 3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
 - 3.3 Receipt of goods/services and Tax Invoice by BHEL and
 - 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal
 - 3.5 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Payment to Contractor for GST portion will be released only after completion of above activity and on BHEL availing ITC Credit against the respective bill.
4. In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

Reverse Charge under GST

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Tax Deduction at sources

6. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

ARBITRATION & LAW

- 1.** All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- 2** The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 3** The arbitration proceedings shall be held at Bhopal.
- 4** **MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

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