



## Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

**Power Sector, Eastern Region**

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,  
Salt Lake City, Kolkata, WEST BENGAL, INDIA

Phone: 033-23398220, 23211690, FAX: 033-23211960

### NOTICE INVITING TENDER

OFFER IS INVITED **THROUGH NIC E-PROCUREMENT PORTAL** <https://eprocurebhel.co.in> **ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

#### Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	<b>PSER: PUR: TSX: 178:002 (ENQ:24: PP:0015: PUR:02) Date 10/04/2024</b>	
ii	Broad Scope of job	Helium Leak Detection (HLD) test at Air Cooled Condenser (ACC) of NTPC-North Karanpura Unit#2	
iii	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>)</i> b) <b>CPP Portal: For tender view purpose only</b> Start date of the tender: 10/04/2024	1. <i>Applicable</i>  2. <i>Applicable</i>
iv	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 15/04/2024, Time: 15:00 Hrs. IST</i> <i>(Offer to be submitted online only through e-procurement platform at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>)</i>	<i>Applicable</i>
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	<i>Date: 15/04/2024, Time: 16:30 Hrs. IST</i> <i>(online only through e-procurement platform at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>, participating bidders may witness the same online only)</i>	<i>Applicable</i>
vi	EMD AMOUNT	<i>Not Applicable</i>	<i>Not Applicable</i>
vii	COST OF TENDER	--	<i>Not Applicable</i>
viii	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 12/04/2024 (UP TO 10:00 Hrs.)</i>	<i>Applicable</i>
ix	SCHEDULE OF Pre Bid Discussion (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	<i>Not Applicable</i>
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	<i>Not Applicable</i>

xi	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in webpage ( <a href="#">CPP Portal</a> →Tender Notice & E-PROCUREMENT PORTAL <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ). Bidder to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>
xii	<b>Evaluation currency</b>	INDIAN RUPEES (INR)	

The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

**For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:**

For any technical related queries please call at 24 x 7 Help Desk Number  
0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

**or for any difficulty in downloading the tender from internet website, they should contact this office (Engineer, Purchase or DGM, Purchase Phone no. 033-23398267/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

1.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

**2.0 Earnest Money Deposit (EMD) – NOT APPLICABLE**

**3.0 This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:**

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
<b>TECHNICAL OFFER</b>	1.Scanned copy of Covering letter of offer (To be attached in <b>relevant Attachment</b> section). 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in <b>relevant Attachment</b> section). 3. Scanned copy of Techno-Commercial Offer (To be attached in <b>relevant Attachment</b> section) 4. Duly filled all annexures except price & unpriced format (To be attached in <b>relevant Attachment</b> section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM (To be attached in <b>relevant Attachment</b> section). 6. Copy of Tender change notice (TCN), if applicable (To be attached in <b>relevant Attachment</b> section). 7. All supporting documents/ Annexures etc. as applicable (To be attached in <b>relevant Attachment</b> section). 8. No deviation certificate in bidders letterhead as per format given in Tender (To be attached in <b>relevant Attachment</b> section).
<b>PRE-QUALIFICATION PART</b>	<b>Applicable</b>
<b>UNPRICED PRICE BID</b>	10. Price schedule – Unpriced but mentioning only quoted / unquoted against each item as per tender (To be attached in <b>Unpriced bid Attachment</b> section).
<b>PRICE BID</b>	11. Duly filled in Price Schedule as per tender (To be attached in <b>Price bid Attachment</b> section). Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

**SPECIAL NOTE:**

- A)** Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B)** 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.
- 4.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 5.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 6.0 Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work,

- facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 7.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 8.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 9.0 In case of absence of any query from bidder(s), their quoted price will be presumed to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 13.0 **The Bidder has to satisfy the Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bid of only the bidder will be opened, who will qualify for the subject job on the basis of Techno-Commercial bid etc. BHEL reserves the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
- 14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 **Validity of the offer shall be for Six months from the due date of offer submission (including extension, if any) unless specified otherwise.**
- 16.0 **Firm prices are to be quoted in whole rupees, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in tender. The rates quoted must be in figures and words as well (Prices quoted must be workable too for the job involved). Prices quoted by the bidders should be inclusive of all taxes and**

**duties leviable by any Statutory Authority for this job as on the date of the tender opening (excluding GST & BOCW Cess).**

- 17.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 18.0 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.
- 19.0 **Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
- 20.0 Bidders are requested to note that the accepted / agreed tender terms (technical, commercial) in their original offer can not be altered / withdrawn by their own during the processing of tender.
- 21.0 **“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders.** Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
- 22.0 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.
- 23.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

I) Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

**24.0 The bidder may have to produce original document for verification if so decided by BHEL.**

**25.0** Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

**26.0 PREFERENCE TO MAKE IN INDIA:**

For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

**27.0** MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

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

Type under MSME	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
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<b>Micro</b>			
<b>Small</b>			
<b>Medium</b>			

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

## **28.0 Compliance to Restrictions under Rule 144 (xi) of GFR 2017: -**

Bidder shall submit duly filled & signed Form-2 along with their techno-commercial offer towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020. In this connection, following may be noted:

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -

An entity incorporated, established or registered in such a country; or

A subsidiary of an entity incorporated, established or registered in such a country; or

An entity substantially controlled through entities incorporated, established or registered in such a country; or

An entity whose beneficial owner is situated in such a country; or

An Indian (or other) agent of such an entity; or

A natural person who is a citizen of such a country; or

a. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through

one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

29.0 GeMAR and PTS Report ID: GEM/GARPTS/03042024/R0JT09LOIMOT, dated 03/04/2024

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

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Bidder shall submit duly filled & signed Annexure-VII along with their techno-commercial offer.

31.Completion Period/Delivery: -

1. **Period for completion of HLD test:** The testing activities should be completed **within 15 (Fifteen) days** from the date of arrival of test team at site.  
**Submission of HLD test report:** The test reports should be submitted to BHEL within 15 (Fifteen) days from the date of leaving site by the test team.
3. **Failure to complete HLD test as well as submission of test report within the stipulated time duration shall attract penalty as per the Penalty Clause.**
4. Delays in number of days not attributable to BHEL shall be reckoned with respect to the conditions as mentioned above

32.0 **SECURITY DEPOSIT:** The total amount of **Security Deposit will be 5% (Five percent) of the contract value** as per GCC of Services.

33.0 The GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).

34.0 **LIQUIDATED DAMAGE (LD)/PENALTY:**

- a) **Penalty for Delay in Mobilization:** Subject to force majeure, in the event of failure to mobilize within the stipulated time as defined in mobilization schedule, an amount equal to 0.5% [half percent] of the order value for delay of each week or part thereof subject to a maximum of 10% [ten percent] of the order value will be levied as penalty. In case of LD, applicable GST shall also be recovered from the vendor
- b) **Penalty for Delay in completion of HLD test at site:** Subject to force majeure, if vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5



% of the order value for delay of each week or part thereof subject to a maximum of 10% of the order value. In case of LD, applicable GST shall also be recovered from the vendor.

- c) **Penalty for delay in submission of HLD test report:** Subject to force majeure, if vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof subject to a maximum of 10% of the order value. In case of LD, applicable GST shall also be recovered from the vendor
- d) However, the maximum penalty cumulatively on account of above delays on account of reasons mentioned above shall be limited to 10% [ten percent] of order value.

**In case of LD recovery, the applicable GST shall also be recovered from vendor (if any).**

35.0 Evaluation shall be done on All Inclusive including all taxes & duties but excluding GST & BOCW Cess, if any applicable).

**36.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION:**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further levy of Liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

37.0" A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal,

**Or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

38.0 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 the 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.

**39.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: --**

- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Technical Specifications, Scope of work & Special Conditions of Contract (SCC) - Annexure-I, Annexure-BOCW.
- v) General Conditions of Contract (GCC) - Service

Bidder is requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published through e-procurement portal <https://eprocurebhel.co.in> and in website CPP Portal <http://eprocure.gov.in> . As such, bidder is requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

MANAGER (PURCHASE)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398267, 23398220
	FAX no.	033-23211960
	E-mail ID	<a href="mailto:Rajendra.prasad.yadav@bhel.in">Rajendra.prasad.yadav@bhel.in</a> , <a href="mailto:a_sarkar@bhel.in">a_sarkar@bhel.in</a>
NIC E- PROCUREMENT PORTAL	<b>For E-PROCUREMENT ASSISTANCE &amp; TRAINING, NIC HELPDESK CONTACTS AS PER FOLLOWING: -</b>  For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787  Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority  Technical - <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>	

ANNEXURE - IV

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

To,  
Bharat Heavy Electricals Limited,  
POWER SECTOR – EASTERN REGION  
2<sup>nd</sup> FLOOR, Block-DJ, Plot- 9/1, SECTOR II  
SALT LAKE CITY, KOLKATA – 700 091  
FAX – 033-2321-1960

**Job: “Helium Leak Detection (HLD) test at Air Cooled Condenser (ACC) of NTPC-North Karanpura Unit#1”**

**E-Tender No.: PSER: PUR: TSX: 178:002 (ENQ: 24: PP: 0015: PUR: 02) Date 10.04.2024**

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

**GENERAL INFORMATION:**

VENDOR SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, DETAILS OF CURRENT LITIGATION AND ARBITRATION CASES, ORDERS REGARDING EXCLUSION/EXPULSION OR BLACK LISTING, IF ANY.

CORRIGENDUM/EXTENSION (IF ANY) OF THIS TENDER WILL BE PUBLISHED IN WEBSITES.

BIDDERS SHOULD DOWNLOAD TENDER DOCUMENTS FROM AFORESAID WEBSITE(S).

i)	DOWNLOAD OF TENDER DOCUMENT STARTS	<b>10/04/2024</b>
ii)	TENDER DOWNLOAD CLOSES ON	<b>15/04/2024 AT 15:00 HRS. IST</b>
iii)	LAST DATE OF SEEKING CLARIFICATIONS	<b>12/04/2024 UP TO 10:00 HRS. IST</b>
iv)	PRE-BID DISCUSSION (IF REQUIRED) ON	<b>N.A.</b>
v)	LAST DATE OF SUBMISSION OF OFFER	<b>15/04/2024 UP TO 15:00 HRS. IST</b>
vi)	DATE OF TECHNO-COMMERCIAL BID OPENING	<b>15/04/2024 AT 16:30 HRS. IST</b>

BHEL RESERVE THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

**NOTE: PRE-BID DISCUSSION, IF TAKE PLACE, SHALL FORM PART OF THE TENDER DOCUMENT. NO CLARIFICATIONS/QUERIES FROM THE TENDERER AFTER **12/04/2024 (UP TO 10:00 HRS. IST)** OR AFTER PRE-BID DISCUSSION (IF TAKES PLACE) SHALL BE ENTERTAINED BY BHEL.**

**ENCLOSURES: -**

- i) TECHNICAL SPECIFICATIONS, SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC): (ANNEXURE-I: 07 PAGES)**
- ii) SPECIFIC CLAUSE WITH RESPECT TO BOCW ACT & CESS ACT: (ANNEXURE-BOCW: 02 PAGES)**
- iii) NO DEVIATION CERTIFICATE AS PER PRESCRIBED FORMAT (ANNEXURE-IV)**
- iv) DECLARATION OF THE BIDDERS (ANNEXURE-VI)**
- v) DECLARATION OF RELATED FIRMS AND THEIR AREA OF ACTIVITIES (ANNEXURE-VII)**
- vi) PRICE SCHEDULE**
- vii) RTGS FORMAT (REAL TIME GROSS SETTLEMENT)**
- viii) SUSPENSION OF BUSINESS DEALING WITH SUPPLIERS/CONTRACTORS - ANNEXURE-A**
- ix) FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD - ANNEXURE-B**
- x) FORMAT FOR DECLARATION FOR RELATION IN BHEL**
- xi) FORMAT FOR SEEKING CLARIFICATION**
- xii) FORMAT FOR DETAILS OF BIDDER**
- xiii) FORM-1 (FORMAT FOR LOCAL CONTENT)**
- xiv) FORM-2**
- xv) GENERAL CONDITIONS OF CONTRACT (GCC) - SERVICE: (14 PAGES)**
- xvi) RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR**

**ALL THE PAGES OF NIT SHALL BE DULY SIGNED BY THE BIDDER WHILE SUBMITTING THE OFFER.**

For & on behalf of  
**BHARAT HEAVY ELECTRICAL LIMITED**

**MANAGER (PURCHASE)**



**ANNEXURE-VI**

**DECLARATION OF THE BIDDERS**

**Job: “Helium Leak Detection (HLD) test at Air Cooled Condenser (ACC) of NTPC-North Karanpura Unit#1”**

01. I, .....hereby certify that all the information and data furnished by me with regard to this **E-Tender No. PSER: PUR: TSX: 178:002 (ENQ: 24: PP: 0015: PUR: 02) Date 10.04.2024** are true and complete to the best of my knowledge.
02. I have gone through the tender specifications, scope of work, terms and conditions mentioned in Annexure as well as General and Special conditions of contract and various stipulations in detail and agree to abide by them and comply with the requirements and intent of specifications.
03. I also certify that there have been no deviations from the tender requirements in the bid submitted against this tender.
04. I further certify that I am duly authorized representative of the under mentioned tenderer and hold a valid power of attorney to this effect, a copy of which is enclosed.

Signature:

Name :

Date :

Designation:

Seal:

**Tenderers Name and address**

**ANNEXURE-VII**

**DECLARATION**

Date: -----

**Job: “Helium Leak Detection (HLD) test at Air Cooled Condenser (ACC) of NTPC-North Karanpura Unit#1”**

**E-Tender No.: PSER: PUR: TSX: 178:002 (ENQ:24: PP:0015: PUR:02) Date 10.04.2024**

To: -----  
Address: ----- BHEL, -----  
-----  
-----

Email: -----

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

Dear Sir/Madam,

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

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

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

Regards,

(-----)

From: M/s-----  
Supplier Code: -----  
Address: -----  
-----  
-----

**PRICE SCHEDULE**

**PLEASE REFER**

**E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>**

**ANNEXURE-A**

<b>1.0</b>	<b><u>Suspension of Business dealings with Suppliers/ Contractors</u></b>
<b>1.1</b>	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
<b>1.2</b>	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p><b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b></p> <p><b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b></p> <p><b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b></p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
<b>1.3</b>	<p><b>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b></p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>
<b>1.3.1</b>	

1.3.2	<p><b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b></p> <ul style="list-style-type: none"> <li>i) Supplier tampers with tendering procedure affecting ordering process.</li> <li>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</li> <li>iii) after placement of order, Supplier fails to execute the contract.</li> <li>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</li> <li>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</li> <li>vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</li> </ul>
1.4	<b>Banning across BHEL shall be imposed in following cases, if</b>
1.4.1	<ul style="list-style-type: none"> <li>i) –BLANK–</li> <li>ii) “Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.”</li> <li>iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</li> <li>iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.</li> <li>v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</li> <li>vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</li> <li>vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</li> <li>viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</li> <li>ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</li> </ul>
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

**Note:** Above shall be applicable along with [Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”](http://www.bhel.com) available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

**ANNEXURE-B**

**Certificate by Chartered Accountant on letter head**

(applicable upto 31<sup>st</sup> December 2021 in line with MSME notification no. S.O. 2347(E), dated 16<sup>th</sup> June'2021 and S.O. 2119(E), dated 26<sup>th</sup> June'2020)

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered ..... office ..... at .....  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part—II)/ Udyam Registration Certificate No.  
..... dtd:  
....., Category: ..... (Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs ..... Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:  
Rs ..... Lacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (Udyam registered under Udyam Registration Portal): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

**(Strike off whichever is not applicable)**

The above investment of Rs .....Lacs is within permissible limit of Rs .....Lacs for .....Micro / Small/ Medium (*Strike off which is not applicable*) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant



## **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 Proprieter/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 HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

**FORMAT FOR SEEKING CLARIFICATION**

(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: **Request for Clarification**

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

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

**FORMAT FOR DETAILS OF BIDDER**

<b>NAME OF BIDDER</b>	
<b>ADDRESS OF BIDDER</b>	
Company Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration No. / Ancillary unit/project affected person of this company/SSI/ other} Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
FAX NO.	
Mobile*	

**Form-1 (Format for local content)**

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

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

---

To,

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

Dear Sir,

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

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

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

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

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...  
...  
...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

**FORM – 2**

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

*(To be submitted in the bidder's letter head)*

---

To,

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

Dear Sir,

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

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

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

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

Thanking you,  
Yours faithfully,

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

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

**PRE – QUALIFICATION CRITERIA**

**Job: Helium Leak Detection (HLD) test at Air Cooled Condenser (ACC) of NTPC-North Karanpura Unit#2**

<b>Sr. No.</b>	<b>Criteria</b>
<b>1.0</b>	<b>FINANCIAL CRITERIA</b>
	<p>A. BIDDER SHOULD HAVE AN AVERAGE ANNUAL TURNOVER OF RUPEES 3.98 LAKHS DURING THREE CONSECUTIVE FINANCIAL YEARS 2020-21, 2021-22, AND 2022-23 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT&amp;LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>B. INCASE AUDITED BALANCE SHEET AND PROFIT&amp;LOSS ACCOUNT HAVE NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>C. IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
<b>2.0</b>	<b>TECHNICAL CRITERIA</b>
	<p>A. THE BIDDER MUST HAVE PERFORMED AT-LEAST 06 NUMBER OF HELIUM LEAK DETECTION TESTS FOR IDENTIFICATION OF AIR-IN LEAKAGES IN CONDENSER VACUUM SYSTEM OF THERMAL POWER PLANTS OF 60 MW AND ABOVE CAPACITY IN LAST THREE FINANCIAL YEARS 2021-2024. THE BIDDER MUST FURNISH AUTHORISED DOCUMENT/LETTERS FROM ITS CUSTOMERS IN SUPPORT OF SUCCESSFUL COMPLETION OF HELIUM LEAK DETECTION WORKS.</p> <p>B. BIDDER MUST HAVE BEEN PROVIDING HELIUM LEAK DETECTION SERVICES FOR IDENTIFICATION OF AIR-IN LEAKAGES IN CONDENSER VACUUM SYSTEM OF THERMAL POWER PLANTS FOR LAST FIVE FINANCIAL YEARS 2019-2024. BIDDER MUST FURNISH THE DOCUMENTS IN SUPPORT OF THIS CREDENTIALS THROUGH ITS AUTHORISED LETTER/WEBSITE.</p>

**NOTES**

1.	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
2.	BIDDER SHOULD HAVE VALID PAN. RELEVANT SUPPORTING DOCUMENTS SHALL BE SUBMITTED.
3.	AFTER SATISFACTORY FULFILMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.



**Technical Specifications/Scope of works for Helium Leak Detection (HLD) test at Air Cooled Condenser (ACC) of NTPC-North Karanpura Unit#2.**

CLAUSE NO.	DESCRIPTION	Bidder's Comments
<b>1.0</b>	<b>BROAD SCOPE OF WORKS</b>	
	<ol style="list-style-type: none"> <li>1. Carrying out Helium leak detection test (hereby referred to as "HLD" test) in complete vacuum system including Air cooled condenser (ACC) for identifying points of Air Ingress in Unit #2.</li> <li>2. Arrangement of Rope Access for inaccessible locations during Test.</li> <li>3. Identification and categorisation of air-ingress points</li> <li>4. Marking of identified air-ingress points by distinctly contrasting paints.</li> <li>5. Submission of detailed test reports (02 sets) including photographs of all identified leakage points</li> </ol>	
<b>2.0</b>	<b>DETAILED SCOPE OF WORKS</b>	
	<ol style="list-style-type: none"> <li>1. Bidder to submit documents, as proof from any customer, for having conducted Helium leak detection test in thermal Power plants. The document must mandatorily include the detection process, methodology and formulae used, documentation process, analysis process and reporting process followed.</li> <li>2. The bidder to conduct Helium leak detection test in the entire vacuum system and provide detailed recommendations, markings of areas of leakage and provide detailed report in soft and hard form.</li> <li>3. Bidder may familiarize with possible air leakage points by visiting site to broadly understand the scope of work and exact locations.</li> <li>4. Air ingress in system prior to start of HLD test to be measured in Rotameter for records.</li> <li>5. The bidder to provide helium leak detector equipments along with accessories, consumables, standard calibration blocks, cables to detect the air ingress points in specified location</li> <li>6. Bidder to provide 99.99% pure helium grade gas (Helium gas analyzer to be provided by bidder at the site) during testing</li> <li>7. Scaffolding in multiple locations if required to be arranged by the bidder.</li> <li>8. Rope Access Method in Multiple locations required at inaccessible locations in ACC portion or any other area to be arranged by the bidder.</li> <li>9. Bidder to ensure to work in General Shift Timings from 0900 HRS to 1730 HRS in clear daylight conditions.</li> </ol>	
<b>3.0</b>	<b>BIDDER TO PROVIDE HELIUM LEAK DETECTION DIGITAL EQUIPMENT WITH SPECIFICATIONS AS UNDER:</b>	
	<ol style="list-style-type: none"> <li>1. Microprocessor-based control with automatic startup</li> <li>2. Adjustable helium sensitivity</li> <li>3. Auto zero function to take care of high helium background</li> <li>4. Safeguard to prevent high helium saturation for probe</li> <li>5. Powered by direct connection to 230 volts +/-10% AC, 50Hz supply</li> <li>6. Response time to be less than 0.5 seconds</li> <li>7. Principal of detection: Mass Spectrometer</li> <li>8. Minimum detectable leak rate: <math>1 \times 10^{-11}</math> atm-cc/sec or mbar -l/sec or better.</li> <li>9. The leak detection sensitivity of the leak detection equipment shall be better than 1/10th of the allowable leak rate requirement of the inspected parts.</li> </ol>	
<b>4.0</b>	<b>HELIUM LEAK DETECTION TESTS ARE TO BE CARRIED OUT BROADLY IN THE FOLLOWING AREAS:</b>	
	<ol style="list-style-type: none"> <li>1. End shield of LP Turbines</li> <li>2. CEP Suction Condensate tank along with deaerator</li> </ol>	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ - 9/1, SALT LAKE CITY, KOLKATA - 700 091

Phone: 91 33 2339-8000/8013/8163/8262

Fax: 91 33 2321-1960

	<ol style="list-style-type: none"> <li>3. LP Bypass, Hotbox, Drain Tank, Drain pump Circuit</li> <li>4. Flash Tank, LP-HP Heater, Various stand pipes, Drains, Parting planes, C&amp;I LIR's connected to the vacuum system.</li> <li>6. TDBFP Exhaust areas</li> <li>7. ACC: 10 Streets each with 9 fans, having 90 fans in total including location of Tube bundles and elevation of bursting diaphragms to be covered.</li> <li>8. In the ACC system the following broad areas to be covered: <ol style="list-style-type: none"> <li>a. Main steam duct</li> <li>b. Steam distribution tube bundle</li> <li>c. Condensate heater</li> <li>d. Condensate pipe</li> <li>e. Extraction pipes</li> <li>f. Drain piping etc.</li> <li>g. ACC Manholes – Including main extraction steam duct manhole steam distribution manifold manhole, condensation tank manhole etc.</li> <li>h. Rupture discs</li> <li>i. Expansion bellows- stitching weld of expansion bellows and main exhaust steam pipeline</li> <li>j. Splicing weld of joint and exhaust steam duct</li> <li>k. Tube bundles</li> <li>l. Isolating valves</li> <li>m. Condensate pipe valve, vacuum pipe valve</li> <li>n. Weld at condensate collecting manifolds and on top of the fin tube bundles.</li> <li>o. Main welds on Turbine exhaust ducting, risers, and steam distribution manifolds Air intake on vacuum equipment.</li> <li>p. Field stitching weld of steam distribution pipe skirt plate and upper pipe plate</li> <li>q. All field stitching welds of Main exhaust steam duct</li> </ol> </li> </ol>	
<b>5.0</b>	<b>REPORTING FOR THE HELIUM LEAK DETECTION TESTS TO BE AS UNDER:</b>	
	<ol style="list-style-type: none"> <li>1. Post leakage detection, categorization of leakage as – very small, small, medium, large, very large to be done and detailed Tags to be hung around the leakage spot for easy identification.</li> <li>2. Marking of the location with distinct contrast Paint to be done for ease of rectification of leakage point in opportunity shutdown.</li> <li>3. Bidder to take photographs of leakage areas using digital camera and include the same as part of Report with proper labelling.</li> <li>4. The agency will furnish all detailed data in a minimum 2 sets of helium leak detection test report with analysis and recommendation.</li> </ol>	
<b>6.0</b>	<b>FACILITIES TO BE PROVIDED BY THE EMPLOYER THROUGH OWNER OF THE POWER PLANT:</b>	
	<ol style="list-style-type: none"> <li>1. Power supply</li> <li>2. lighting arrangements if required</li> <li>3. Necessary gate pass</li> <li>4. Necessary work permits</li> <li>5. Basic seating arrangements and tables etc.</li> </ol>	
<b>7.0</b>	<b>GENERAL TERMS AND CONDITIONS:</b>	
	<ol style="list-style-type: none"> <li>1. All safety gadgets including helmets, gloves, safety shoes, safety belts etc as per HSE &amp; PPE practices to be provided by bidder.</li> <li>2. Bidder to be fully responsible for all risks, liabilities and obligation arising from this contract and no responsibility lies with BHEL/NTPC in case of untoward accident or mishap.</li> <li>3. Bidder to ensure sufficient precautions to not inadvertently disrupt operation of Thermal</li> </ol>	

	<p>Power plant, which is a commercial Unit of NTPC.</p> <ol style="list-style-type: none"> <li>The bidder must ensure that HLD test at all locations are started only after, necessary permits are in their possession.</li> <li>Travel, lodging and food arrangements, to and from (Town/Hotel) and daily travel inside plant premises to be arranged by bidder at their own cost.</li> <li>Site Address: <b>BHEL SITE, 3X660MW, NORTHKARANPURA SUPER THERMAL POWER PROJECT, NTPC, TANDWA, DIST CHATRA, JHARKHAND-825321</b></li> </ol>	
<b>8.0</b>	<b>Mobilization schedule:</b>	
	<ol style="list-style-type: none"> <li>Mobilization of technical experts along with testing machines/equipment/instruments/T&amp;P at site <b><u>within fifteen days</u></b> from the date of written intimation placed by BHEL after placement of work-order. The team along with testing machines/equipment/instruments/T&amp;P should be deputed at site simultaneously and not in fractured manner.</li> <li>The team should be fully equipped with all T&amp;P, necessary consumables, scaffolding material/Rope Access Material and sufficient quantity of Helium cylinders to ensure accurate measurements in entire area of work. There should be technically skilled engineer to discuss various issues, suggestions and overall coordination with proper signing authority.</li> <li><u>Failure to mobilize within stipulated mobilization schedule shall attract penalty as per Penalty Clause.</u></li> </ol>	
<b>9.0</b>	<b>COMPLETION PERIOD</b>	
	<ol style="list-style-type: none"> <li><b><u>Period for completion of HLD test:</u></b> The testing activities should be completed <b><u>within 15 (Fifteen) days</u></b> from the date of arrival of test team at site.</li> <li><b><u>Submission of HLD test report:</u></b> The test reports should be submitted to BHEL <b><u>within 15 (Fifteen) days from the date of leaving site by the test team.</u></b></li> <li><u>Failure to complete HLD test as well as submission of test report within the stipulated time duration shall attract penalty as per the Penalty Clause.</u></li> <li>Delays in number of days not attributable to BHEL shall be reckoned with respect to the conditions as mentioned above.</li> </ol>	
<b>10.0</b>	<b><u>LIQUIDATED DAMAGE (LD)/PENALTY:</u></b>	
	<p><b><u>a) Penalty for Delay in Mobilization:</u></b> Subject to force majeure, in the event of failure to mobilize within the stipulated time as defined in mobilization schedule, an amount equal to 0.5% of the order value for delay of each week or part thereof subject to a maximum of 10% of the order value will be levied as penalty. In case of LD, applicable GST shall also be recovered from the vendor.</p> <p><b><u>b) Penalty for Delay in completion of HLD test at site:</u></b> Subject to force majeure, if vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5% of the order value for delay of each week or part thereof subject to a maximum of 10% of the order value. In case of LD, applicable GST shall also be recovered from the vendor.</p> <p><b><u>c) Penalty for delay in submission of HLD test report:</u></b> Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5% of the order value for delay of each week or part thereof subject to a maximum of 10% of the order value. In case of LD, applicable GST shall also be recovered from the vendor.</p> <p><b><u>d)</u></b> However, the maximum penalty cumulatively on account of above delays on account of reasons mentioned above shall be limited to 10% [ten percent] of order value.</p>	
<b>11.0</b>	<b>DELIVERY:</b>	
	AGM/TSX, BHEL-PSER, BHEL-BHAWAN, DJ9/1, SECTOR-II, SALT LAKE CITY, KOLKATA-91, WEST-BENGAL	
<b>12.0</b>	<b>TERMS OF PAYMENT</b>	

	<p>a) 100% of order value excluding GST shall be payable within 30 days on receipt of invoice/bill and after receipt of HLD test report at BHEL-PSER(HQ), Kolkata</p> <p>b) Payment shall be made (through DD/Cheque/RTGS) on submission of GST invoice/bill.</p> <p>c) Applicable GST shall be released to the vendor upon compliance of following:</p> <ul style="list-style-type: none"> <li>i) Vendor declaring such invoice in his GSTR-1</li> <li>ii) Confirmation of payment of GST thereon by vendor on GSTN portal</li> <li>iii) Above is subjected to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</li> </ul> <p>d) GST invoice/bill complying with GST invoice rules (Section 31 of GST act &amp; rules referred there under) wherein the 'Bill to' details shall be as per following:  <b>BHEL GSTN-19AAACB4146P1ZC</b>  <b>Name: Bharat Heavy Electricals Limited</b>  <b>Address: BHEL-PSER</b>  <b>DJ-9/1, Sector-II, Salt-lake City, Kolkata-700 091</b>  <b>West Bengal, India</b></p> <p>e) Request for advance payment shall not be entertained.</p> <p>f) Paying Authority: Head Finance, BHEL-PSER, BHEL-BHAWAN, DJ9/1, SECTOR-II, SALT LAKE CITY, KOLKATA-91, WEST BENGAL</p>	
<b>13.0</b>	<b>FORCE MAJEURE</b>	
	<p>The vendor shall be subject to force majeure clause defined as under-</p> <p>This force majeure is herein defined as any causes which is beyond the control of the vendor which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike, riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war.</p> <p>The vendor shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time.</p>	
<b>14.0</b>	<b>EXECUTION OF CONTRACT AGREEMENT</b>	
	<p>Bidder's responsibility under this contract commences from the date of issue of the work order by Bharat Heavy Electricals Limited. The successful bidder shall submit an unqualified acceptance to the work order within the stipulated period of seven (07) days from date of receiving by email at your end.</p>	
<b>15.0</b>	<b><u>TAXES &amp; DUTIES:</u></b>	

- a) All taxes excluding GST with applicable cess but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
- b) Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
- c) **GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.**
- d) The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- e) Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.
- f) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- g) TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
- h) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.
  - a) BHEL GSTN- As attached
  - b) NAME- BHARAT HEAVY ELECTRICALS LIMITED
  - c) ADDRESS- Shall be intimated later.
- i) Bidder to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances  
Portal Address - Shall be intimated later.  
And  
Email Address- Shall be intimated later.
- j) In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- k) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
- l) Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
- m) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied /leviable on BHEL, as the case may be.
- n) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your 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 shall be recoverable from the bidder along with interest levied /leviable on BHEL.
- o) Way Bill: Successful Bidder shall arrange way bill/ e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- p) Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

**GSTN CODE TABLE OF BHEL (STATE-WISE GST REGISTRATION NOS)**

SL NO	STATE/ UT	GST REG NO
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

**16.0**

All above mentioned technical specifications/ scope of works must be acceptable to the bidders. Any non-compliance will lead to disqualification of the bidder from participating in tender process.



**(UNPRICED PRICE SCHEDULE) REV-00****E-TENDER NO.: PSER: PUR: TSX: 178:002(ENQ:24: PP:0015: PUR:02) Date 10.04.2024****Helium leak detection test of Air Cooled Condenser at BHEL North Karanpura site, Unit#2**

SL. NO.	ITEM DESCRIPTION	QUANTITY	UOM	TOTAL QUOTED PRICE IN INR (ALL INCLUSIVE TOTAL PRICE EXCLUDING GST & BOCW CESS ) BIDDER TO MENTION QUOTED OR NOT QUOTED IN THE COLUMN BELOW
1	Lump sum Cost for Conducting Helium Leak Detection Test at BHEL NKP Site, Unit 2	1	NO.	

**NOTE:**

1) "ALL INCLUSIVE TOTAL PRICE EXCLUDING GST & BOCW CESS IN INR" shall be taken into account for evaluation and awarding. Price quoted should be firm and complete in all respects considering the full scope defined, technical specifications, terms & conditions of tender, taking into account all clarifications, confirmations, agreements,TCN(s) till date. No additional claim shall be entertained by BHEL in this regard.

2) BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.

3) GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.

4) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

5) Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/ altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.

6.BIDDER TO MENTION QUOTED OR NOT QUOTED IN THE COLUMN OF TOTAL QUOTED PRICE (IN INR) ONLY AGAINST THE UNPRICED PRICE SCHEDULE.

# **GENERAL CONDITIONS OF CONTRACT (GCC) - SERVICE**

## **SECTION-I**

### **GENERAL INSTRUCTION TO TENDERER**

<b>CLAUSE NO</b>	<b>DESCRIPTION</b>
<b>1.1</b>	<b>NOTICE</b>
1.1.1	Tenders complete in all respects shall be submitted in the form and manner specified in NIT within specified date and time.
1.1.2	Bharat Heavy Electricals Ltd., take no responsibility for any delay, loss or non-submission of tender document online and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
1.2	Tenders shall be opened by the authorized officers of BHEL in the e-procurement platform at the specified time and date. Bidders may witness the same from their respective e-procurement log in.
1.2.1	The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer.
1.2.2	Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
1.2.3	Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself.
1.2.4	The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole rupees. These rates shall be entered in figurers as well as in words. In case of difference in rates between words and figurers THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
<b>1.3</b>	<b>QUALIFICATION OF TENDERERS:</b>
	Only tenderers who meet all the tender requirement are expected to quote for this work.

1.4	<b>DATA AND DOCUMENTS TO BE ENCLOSED:</b>
1.4.1	Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.
1.4.2	Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.
1.4.3	In case of a proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
1.4.4	Prescribed Earnest Money Deposit.
1.4.5	Previous experience
	A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.
1.4.6	Organization chart
1.4.6.1	The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.
1.4.6.2	A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.
1.4.6.3	Audited Balance Sheet and Profit & Loss A/c of last three years.
1.4.7	Banker's Certificate
	A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.
1.4.8	Income Tax / Sales Tax Certificate
1.4.8.1	A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
1.4.8.2	A written declaration indicating that no deviation from the tender specification has been taken.
1.4.8.3	In addition to above, other particulars, required in various annexure shall be furnished.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 23398220

1.4.9	<b><u>EARNEST MONEY DEPOSIT (EMD):</u></b>
1.4.9.1	Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
1.4.9.2	<b>Cash deposit as permissible under the extant Income Tax Act</b> (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.
1.4.9.3	<b>Electronic Fund Transfer</b> credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
1.4.9.4	<b>Banker's Cheque/Pay Order/Demand Draft</b> payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
1.4.9.4	<b>(a) Any other mode as per latest guidelines issued by Govt. of India.</b>
1.4.9.5	Parties/bidders who have submitted/submits <b>One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only)</b> are exempted from payment of E.M.D. on each such tender in that unit on case to case basis.
1.4.9.6	Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
1.4.9.7	The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.
1.4.9.8	EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of Work.
1.4.9.9	BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if: - <ul style="list-style-type: none"> <li>a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.</li> <li>b) The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.</li> </ul> <p>EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines".</p>
1.5	<b><u>AUTHORIZATION AND ATTESTATION:</u></b>
	Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted along with the tenders.

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1.6	<p><b><u>VALIDITY OF OFFER:</u></b></p> <p>The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the latest due date of submission of offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.</p>
1.7	<p><b><u>EXECUTION OF CONTRACT:</u></b></p> <p>The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.</p>
1.8	<p><b><u>SECURITY DEPOSIT (SD):</u></b></p>
1.8.1	<p>Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.</p>

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1.8.2	The total amount of <b>Security Deposit will be 5% (Five percent) of the contract value.</b> EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
1.8.3	If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.
1.8.4	Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.8.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.
1.8.5	Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.
1.8.6	<p>The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:</p> <ol style="list-style-type: none"> <li>Cash (as permissible under the Income Tax Act)</li> <li>Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER account.</li> <li>Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us.</li> <li>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).</li> <li>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).</li> </ol> <p>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.</p>
	<p><b>1.8.7 Collection of Security Deposit:</b></p> <p>1.8.7.1 At least 50% of the required Security Deposit, including EMD, should be collected before start of 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 amount of the required Security Deposit is collected.</p> <p>1.8.7.2 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.</p> <p>1.8.7.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, subject to</p>

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	<p>approval of BHEL.</p> <p>1.8.7.4 Security Deposit should cover up to the period of guarantee also.</p> <p><b>(Note: In case of SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).</b></p> <p>1.8.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.</p>
1.8.9	<b><u>RETURN OF SECURITY DEPOSIT:</u></b>
1.8.9.1	If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion or guarantee period,
1.8.9.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
1.8.9.3	In no case Security Deposit can be released before settling all claims under this contract.
1.9	<b><u>REJECTION OF TENDER AND OTHER CONDITIONS:</u></b>
1.9.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
1.9.1.1	To reject any or all of the tender.
1.9.1.2	To split up the work amongst two or more tenderers.
1.9.1.3	To award the work in part.
1.9.1.4	Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
1.9.2	Conditions and un-witnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
1.9.3	If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
1.9.4	BHEL 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.
1.9.5	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and

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	forfeit Earnest Money / Security Deposit.
1.9.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
1.9.7	Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the officer, failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
1.9.8	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
1.9.9	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope along with the techno-commercial bid super scribed the word "undertaking for NO DEVIATION".
1.9.10	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
1.9.11	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
1.9.12	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

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**SECTION-II**

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**1.0 DEFINITION:**

- 1.1 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 1.2 BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110 049 and its Power Sector Eastern Region HQ at 9/1, DJ-Block, Sector-II, Salt lake, Kolkata-700091.
- 1.3 EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region at 9/1, DJ-Block, Sector-II, Salt Lake, Kolkata-700091.
- 1.4 "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- 1.5 "LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
- 1.6 "MONTH" shall mean English Calendar month.

- 2.0 USE OF LAND: No premises belonging to BHEL either owned or hired shall be occupied by the contractor without the written permission of BHEL.

**3.0 COMMENCEMENT OF WORK:**

- 3.1 The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.
- 3.2 If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him.

**4.0 MODE OF PAYMENT:**

- 4.1 As per Annexure-I.
- 4.2 All payments will be made to the contractor after deduction of Income Tax at source or any other taxes as applicable and prescribed under Income Tax Act/Rules/any other Act from time to time.
- 4.3 All payments to the contractor will be made by Account Payee Cheque /RTGS only.

**5.0 DELETED**

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**6.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.:**

- 6.1 The contractor shall comply with all state and central laws statutory rules, regulations as may be applicable from time to time, as may be prevalent or enacted by the Government during the tenure of the contract and having force or jurisdiction at the place of work. The contractor shall give to the local Government body, Police and other relevant authorities all such notices as may be required by law. The contractor shall also furnish proof of above compliance to the authority concerned as and when demanded by the BHEL authority.
- 6.2 The contractor shall pay all taxes fees, license fee, charges for duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deem fit.
- 6.3 The contractor shall be responsible for provision of health and sanitary arrangements particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of this contract.
- 6.4 The contractor shall be responsible for the proper behaviour at the place of work and observance of all regulations by the staff employed by him.
- 6.5 The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
- 6.6 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
- 6.7 The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 6.8 All safety rules and codes applied by BHEL at the place of work shall be observed by he contractor without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precaution as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazard and due precaution shall be taken against fire hazards and atmospheric conditions.
- 6.9 The contractor shall arrange for such safety devices as are necessary for this type of work under this contract.
- 6.10 **The contractor shall be directly responsible for payment of wages to his workmen.**

**7.0 INSURANCE:**

- 7.1 It is the sole responsibility of the contractor to insure his workmen against injury, disability and death while at work and to pay compensation to his workmen, if so happens. The contractor should have ESI registration for coverage of his workmen under ESI Scheme.
- 7.2 If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.
- 7.3 If due to contractor's carelessness, negligence or non-observance of safety precautions if there is any damage to BHEL's property and personnel should occur and if BHEL is unable to recover the cost in full from the Insurance Company, the balance will be recovered from

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the contractor. In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibility of the contractor to lodge F.I.R. with the local police authorities and furnish the details of F.I.R. to BHEL about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover the cost in full from the Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.

**8.0 STRIKES & LOCKOUTS:**

The contractor will be fully responsible for any dispute and other issues connected with his employee. In the event of the contractor's employee resorting to strike BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the contractor's running bill/(s).

**9.0 FORCE MAJEURE:** The following shall amount to force majeure: --

9.1 Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.

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

**10. ARBITRATION & RECONCILIATION:**

**10.1 ARBITRATION:**

10.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 10.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

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Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 10.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- 10.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

- 10.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

10.2 **CONCILIATION:**

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), 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 (IEC) 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 and as provided in Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)). The Procedure 2.3: "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) together with its Formats (as available in [www.bhel.com](http://www.bhel.com)) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

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The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)) with effect from the date as intimated by BHEL to it.

**10.3 NO INTEREST PAYABLE TO CONTRACTOR:**

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

**11.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

The contract shall be governed by the laws for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction in Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

**12.0 TERMINATION OF CONTRACT:**

BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.

**13.0 RIGHTS OF BHEL:**

13.0.1 To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

13.0.2 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available (#) period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor.

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- v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor.
- (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

**Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

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

Where,

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

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

H = Overhead Factor to 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 (in case of termination of contract):

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 for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

**Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.**

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii) Let the value of executed work till the time of termination of contract= X

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- iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv) Delay in executed work attributable to contractor i.e.  $T2 = [1 - (X/Y)] \times T1$
- v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

**13.0.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
  - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
  - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

13.0.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customers are terminated for any reason.

13.0.5 While every endeavour will be made by BHEL they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled to any compensation / extra payment on this account.

------(X)-----

## Specific clause wrt BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.



## Specific clause wrt BOCW Act & Cess Act

9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

## **RTGS FORMAT**

### **Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE  
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH  
OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

## RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**  
02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N. DELHI**  
03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**  
04. Vendors Bank A/c No. **11107800029**  
05. Name of Bank **STATE BANK OF INDIA**  
06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**  
07. Branch Phone No. **KOLKATA**  
08. City **033-23575666**  
09. IFSC Code of the Branch **KOLKATA**  
**SBIN 0004289**

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of Authorized Representative of Vendor  
**के. के. कोआरी / K. K. Coari**  
**उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)**  
**बी. एच. ई. एल. : पी.एस.ई.आर. : कोलकाता - 700 091**  
**BHEL: PSER / Kolkata-700 091**

Confirmation by Banker  
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed