



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)
FAX : 91 40 23770698

RD:DP:MPX:F-04

ENQUIRY

Ref: 702400901

Date 09-11-2024

Enquiry for **Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house**
Enquiry No:702400901 Enquiry Date : 09-11-2024 Due Date: 19-11-2024 Indicative Delivery Date : 31-12-2024

Sl.No	Item Description	Unit	Qty
1	FuellFuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house	UNIT	1

Please submit your offer before due date and time as indicated in tender.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Yuva Raju Arepalli
Manager
yuvaraju@bhel.in



PRE QUALIFYING CRITERIA(PQC)

Volume - 1
Enquiry No
702400901

Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	Pre-qualification criteria	As per Annexure-1 Pre-qualification criteria		
2				
3				
4				
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.		

Signature of the bidder with Seal & Date



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1
Enquiry No
702400901

Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	<p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.</p> <p>25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.</p> <p>The definition of MSEs owned by women Entrepreneurs is clarified as under:</p> <ol style="list-style-type: none">In case of proprietary MSE, Proprietor shall be womanIn case of partnership MSE, the women partners shall be holding at least 51% share in the unit.In case of private limited companies, at least 51% shall be held by Women Promoters. (Such enterprise will have to submit relevant document for proof of women ownership during offer submission) <p>In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (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).</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.</p> <p>No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.</p> <p>Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "</p> <p>Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.</p> <p>The sub-categories:</p> <ol style="list-style-type: none">Enterprises owned by Scheduled Castes.Enterprises owned by Scheduled Tribes.Enterprises owned by other than above two categories <p>The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)</p> <p>If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.</p>
2	Preference to Make in India	<p>For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class II Local supplier/ Non-Local supplier and purchase preference to Class 1 Local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT.</p>

		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
3	Offer submission (E-procurement)	<p>a. This tender is hosted in E-procurement portal (EPS) and offer to be submitted through EPS portal only. Bidders are requested to submit 2 parts bid offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only.</p> <p>b. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.</p> <p>c. Offer is to be submitted in Two-part bids system (Technical bid + Price bid) in the e-procurement portal only.</p> <p>d. Scanned copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal.</p> <p>e. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites: https://eprocurebhel.co.in https://www.bhel.com/tender</p> <p>f. Authorization for participation in EPS portal through DSC: e-tender. participation requirements: vendor shall register their Digital signature certificate (DSC) (Class 3-SHA2-2048 BIT signing and encryption). Suppliers are advised to go through the FAQ available in the web portal. DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on vendor and is valid legally.</p>
4	Details required with offer	<p>Following documents to be submitted by Bidders along with offer:</p> <p>a. PAN Number</p> <p>b. GSTIN Registration Status</p> <p>c. Name of the Contact Person</p> <p>d. Contact Phone / Mobile</p> <p>e. Email id for correspondence</p> <p>f. Address with PIN code and State</p>
5	GST Clause	<p>1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulter's end.</p> <p>2) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.</p> <p>3) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.</p> <p>4) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.</p> <p>5) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.</p> <p>6) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG</p> <p>7) Supplier shall mention their GSTIN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.</p> <p>8) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.</p> <p>9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in E-invoice portal & IRN</p> <p>10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes</p>

		(CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.
6	Additional PQR terms	BHEL Reserves the right to carry out Independent verification of the documents submitted towards qualification of PQR. Contact details of the concerned persons are required to be submitted to enable the independent verification process. Non sharing of these details on account and/or no reply from the shared contacts may lead to disqualification on Account of noncompliance of PQR terms.
7	Cartelization clause	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.
8	Force Majeure clause	If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries
9	Firm Prices	The prices shall be firm for entire period of contract.
10	Restrictions under rule 144 (xi) of the GFR	Submit the Annexure (provided along with enquiry documents) in your company letter head
11	MSE Supplier	<p>MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMD) only if they submit along with the offer, attested copies of either valid NSIC certificate or Udyam Registration certificate along with attested copy of a CA certificate (Format enclosed below) 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.</p> <p>Certificate by Chartered Accountant on letter head for MSME bidder</p> <p>This _____ is _____ to _____ Certify _____ that _____ M/S _____ (hereinafter referred to as _____company_____) having its registered office at _____ _____is registered under Micro, Small and Medium Enterprises Development Act , 2006 (MSMED Act, 2006) having Udyam Registration Number No: _____Category: _____, (Micro/Small/Medium)(Copy enclosed).</p> <p>Further Verified from the Books of Accounts, the investment and turnover of enterprise for the latest audited financial year _____ is as follows:</p> <p>1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ? _____Lacs.</p> <p>2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ? _____Lacs.</p> <p>3. The above investment in plant and machinery or equipment is within the permissible limit of ? _____.. Lacs and Turnover is within the permissible limit of ? _____</p>

		<p>❖❖❖❖❖❖❖❖❖ Lacs applicable for ❖❖❖❖❖❖❖.. Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.</p> <p>Date: (Signature) Name ❖ Membership Number ❖ Seal of Chartered Accountant.</p>
12	Conflict of Interest among Bidders/ Agents	<p>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:</p> <ul style="list-style-type: none"> 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 authorise only one agent/dealer. There can be only one bid from the following: <ul style="list-style-type: none"> 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.
13	BREACH OF CONTRACT, REMEDIES AND TERMINATION	<p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor. In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:</p> <ul style="list-style-type: none"> (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract. (ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R & D or any other units of BHEL. (iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery. (iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued. <p>This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.</p>
14	LAWS GOVERNING THE CONTRACT	The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
15	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL	The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL

	CONCILIATION CLAUSE	<p>from the BHEL Panel of Conciliators.</p> <p>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 in BHEL Conciliation scheme.</p>
16	ARBITRATION (WITH SOLE ARBITRATOR)	<p>Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of Unit-BHEL R & D.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or references 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 except where the Contract has been terminated by either Party in terms of this Contract</p>
17	ARBITRATION FOR CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT	<p>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/ Organisations (excluding disputes Relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties</p>
18	PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS- CWC CONTRACT	<p>MSE suppliers can avail the intended benefits (EMD exemption/payment terms/RA) only if they submit their offer along with UDYAM certificate.</p> <p>a) Definitions of MSEs owned by Women is under: i) In case of proprietorship firm, proprietor must be woman. ii) In case of partnership firm, the women partners must be holding at least 51% shares in the unit. iii) In case of private limited companies, at least 51% share must be held by women promoters.</p> <p>b) Definitions of MSEs owned by SC/ST is under: i) In case of proprietorship firm, proprietor must be SC/ST. ii) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. iii) In case of private limited companies, at least 51% share must be held by SC/ST promoters. iv) To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.</p>
19	Late Tenders	<p>Tenders received after due date/time(12:00hrs) will not be considered</p>
20	Discrepancy in words and figures	<p>(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the</p>

		<p>subtotals shall prevail and the total shall be corrected; and</p> <p>(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.</p> <p>(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.</p>
21	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
22	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
23	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
24	Banned List	<p>The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.</p> <p>Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page</p>
25	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
26	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
27	Arbitration	Subject to the exclusive jurisdiction of the Medchal, Malkajgiri Courts, Telengana State , India , in respect of any suit or other legal proceedings relating to this contract.
28	Fraud Prevention Policy	The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
29	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1
Enquiry No
702400901

Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	Validity of Offer	90 days from date of techno-commercial bid opening.		

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date

**OTHER TERMS & CONDITIONS**Volume - 1
Enquiry No
702400901

Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	Destination	Destination shall be Stores, BHEL Corporate R&D, Vikasnagar, Hyderabad-500042		
2	Security Deposit	Successful bidder shall submit a security deposit at the time of release of order and the amount will not carry any interest. The amount of security deposit will be 5% of the total contract value. Modes of Deposit: Security Deposit of 5% of the total contract value may be accepted in the following forms: (i) Cash (as permissible under the extant Income Tax Act) (ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL R&D A/c 10202162640. (iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. (iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor A/c BHEL). (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (vi) Insurance Surety Bonds (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)		
3	Interest on Delay in Submission of Security Deposit	(a) Bidder agrees to submit performance security required for execution of the contract before start of the work. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest. (b) Security Deposit of 5% of the contract value may be accepted in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/		

Electronic Fund Transfer in favour of BHEL (EFTACCNT NO.:10202162640)

(ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

(iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

(iv) Securities(a) Bidder agrees to submit performance security required for execution of the contract before start of the work. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate+ 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest. (b) Security Deposit of 5% of the contract value may be accepted in the following forms: (i) Local cheques of Scheduled Banks (subject to realization)/Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (EFTACCNT NO.:10202162640) (ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL (iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (v) Insurance Surety Bonds (vi) Cash (as permissible under the extant Income Tax Act) (c) In case of contract with running bills, At least 50% of the required Security Deposit, should be paid before start of the work. Balance of the Security Deposit can be paid @10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is completed. (d) Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below: - The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor. (e) If the value of

		<p>work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be recovered from payment/s due to the Contractor (f) If the value of the work done at any time exceeds the accepted agreement value, Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the vendor or recovered from the payments due to him. (g) Failure to deposit the Security Deposit within the stipulated time cancellation of the award of work. (h) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the vendor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL. (i) No interest shall be payable by BHEL on Security Deposit or on any money due to the vendor.</p>	
4	General Terms and Conditions	<p>a) If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization. b) Only Indian Suppliers can participate in the tender. c) The tenderer shall make himself or his representative available at CWC dept. of BHEL Corporate R & D for tender related Clarifications as per written/oral intimation to him. d) The successful tenderer shall make himself available at CWC dept. of BHEL Corporate R & D for preparation of contract documents like contract agreement on written/oral intimation. e) Tenderer shall peruse carefully the instructions provided in NIT terms and conditions and the conditions of the agreement form and all other relevant documents before tendering rates for the work. The approximate quantity of work to be executed under each class is given in Technical Bid. The quantities are given with a view to enable the tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that Bharat Heavy Electricals Limited does not accept any deviations (omissions, deductions, or additions) that may be made in the tender documents by the parties tendering. f)</p>	

		BHEL reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof. g) For this procurement, Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06- 2017 ,28-05-2018 and 29-05-2019 and Subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of this contract/ PO/ WO against this NIT. h) The tender is not divisible.	
5	Price Basis	All prices to be quoted on FOR Destination basis i.e. BHEL Corporate R&D, Vikasnagar, Hyderabad - 500042	
6	Payment Terms	Single/Final payment after completion of work within 30 days against the submission of invoice along with certification of satisfactory completion of scope of work by Engineer I/C. Vendor to indicate appropriate applicable HSN Code for Goods as well as SAC for Services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno- Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance to Govt. of India is submitted.	
7	Contract Period	The contract period will be one (01) month from the date of commencement of contract.	
8	Price Evaluation	All offers in price bid opening shall or reverse auction be evaluated in Indian currency based on percentage (%) basis at excess or less or on par (0%) with total estimate value quoted by bidder. Destination shall be, BHEL Corporate R&D, Vikasnagar, Hyderabad-500042	
9	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods or services as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier.	

Signature of the bidder with Seal & Date



ITEM SPECIFICATIONS

Volume - 2
Enquiry NO
702400901

Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house

SL.No.	Item			
1	FuellFuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	FuellFuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house	As per Annexure-1 Schedule-A	
G	General Specifications			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1	General Terms and conditions	As per Annexure-1 terms and conditions	

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SL.NO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R & D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND (90 - X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
B. FOR FOREIGN PURCHASES (IMPORTED)					
SL.NO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL

				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
C	LD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL	
			IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST	
			IF AGREED FOR X%	LOADING @ ((10-X)% OF THE BASIC MATERIAL COST	
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)					
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS	
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X)	AGREED	NIL	
		MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)	

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :
Company
Seal

Authorised Signatory
Designation :



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:

Fax No.:

Email: 1. 2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): _____

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
---	------	----------------

1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

5.1 IT Permanent Account No.(PAN):

5.2 State Sales Tax/VAT Registration No:

5.3 Central Sales Tax Registration No:

5.4 ED Registration No:

5.5 Service Tax Registration No:

5.6 PF Account No:

5.7 Labour Licence No:

5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		

2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.

(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)
Annexure-A

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

BHEL enquiry ref:	702400901
Our quotation ref:	

We, The Bidder have read and understood the contents of the office Memorandum & the Order (Public Procurement No. 1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (Xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and/or sub-contracting to contractors from such countries.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country **or**, if from such a country, has been registered with the Competent Authority (**strikeout whichever is not applicable**). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]".

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL).

For and behalf of _____ (Name of the bidder)

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

ANNEXURE-1: TERMS AND CONDITIONS

- 1. Scope of Work:** Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house.
- 2. Contract Period:** The contract execution period will be **one (01) month** from the date of commencement of contract.
- 3. Nature of Work:** Works Contract
- 4. Maintenance period:** One (01) year

PRE-QUALIFICATION CRITERIA

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical).

- 1. Similar Experience:** Experience of having successfully completed similar Civil works during last seven years ending previous day of last date of submission of application should be either of the following:
 - 1.1 Three similar completed works** each of value not less than **40% (Rs 2.09 L)** of estimated cost put to tender (Or)
 - 1.2 Two similar completed works** each of value not less than **50% (Rs 2.62 L)** of estimated cost put to tender (Or)
 - 1.3 One similar completed works** each of value not less than **80% (Rs 4.19 L)** of estimated cost put to tender.
 - 1.4 Copy of Completion/Performance Report from the organization where the work is executed along with Letter Order/ Work Order copy is to be enclosed.**
 - 1.5 Similar Work means: All works related to: Civil Works/Civil Maintenance/ Renovation/ Refurbishment/ Construction Works are considered as similar work.**
- 2. Financial Turnover:** Average annual financial turn over during last 3 years, ending 31st March of the previous financial year, should be **30% (Rs 1.57 L)** of the estimated cost as mentioned against work in this notice. **Agency should submit duly audited Balance Sheet and Profit & Loss Account/CA Certified Turnover Documents with UDIN No. for last 3 years or Form 26AS, if accounts are not auditable.**
 - 2.1 Turnover-Previous Year (FY 2023-24)
 - 2.2 Turnover-1 Year before Previous Year (FY 2022-23)
 - 2.3 Turnover-2 Years before Previous Year (FY 2021-22)

Signature of the Contractor (s) with Seal and Date

GENERAL CONDITIONS OF CONTRACT

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

i) The General Conditions of Contract form part of the Tender specifications. For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.

ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. . Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.

1.2.2 Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.

1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.

1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.

1.2.5 The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.

1.2.6 The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises

Signature of the Contractor (s) with Seal and Date

together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).

1.2.7 The submission of bid will tantamount to due diligence having been done and it shall be deemed that:

- a) the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works.
- b) the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works.
- c) the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

1.2.8 The Tenderer shall mandatorily be required to submit "Site Visit Confirmation Declaration" along with the Technical Bid

1.3. LANGUAGE

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

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

1.4 PRICE DISCREPANCY:

1.4.1 Price Bid opening: During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

1.4.2 Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. (Guidelines as available on www.bhel.com on "supplier registration page".).

1.5 QUALIFICATION OF TENDERERS

i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.

ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.

iii) The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com.

iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

Signature of the Contractor (s) with Seal and Date

1.6. EVALUATION OF BIDS

i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

ii) In case the same qualifying experience is claimed by more than one agency, then:

a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.

b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.

iii) In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.

iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.

v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.

vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.

vii) Evaluation of the tender will be done on overall quote basis inclusive of GST. Order will be placed on overall L-1 percentage as per Schedule-A for complete work.

1.7. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the

i) INCOME TAX PERMANENT ACCOUNT NUMBER

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.

ii) ORGANIZATION CHART

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

Signature of the Contractor (s) with Seal and Date

iv) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN and place & nature of business.

v) IN CASE OF PARTNERSHIP FIRM:

The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

vi) IN CASE OF COMPANIES:

a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).

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

vii) GST certificate copy.

1.8 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney shall be submitted.

1.9 VALIDITY OF OFFER

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

1.10 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Award/ Work order by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Award/ work order, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer.

1.11 REJECTION OF TENDER AND OTHER CONDITIONS

1.11.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

a) To reject any or all of the tenders.

b) To split up the work amongst two or more tenderers as per NIT.

c) To award the work in part if specified in NIT.

d) In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.11.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

Signature of the Contractor (s) with Seal and Date

1.11.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule of the 'NIT'. The decision of BHEL will be final in this regard.

1.11.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.

In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.

Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause

1.11.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.11.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

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

1.11.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer.

Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.11.9 The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL's HOD. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.

1.11.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.

1.11.11 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.

Signature of the Contractor (s) with Seal and Date

1.11.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.12 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at Corporate Research and Development, Vikasnagar, Hyderabad, Telangana- 500042.

ii) “EXECUTIVE DIRECTOR” or “GENERAL MANAGER (In- charge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the respective UNIT.

iii) “COMPETENT AUTHORITY” shall mean BHEL Officers who are empowered to act on behalf of BHEL.

iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.

v) “SITE” shall mean the places or place at which the plants/equipments are to be erected or work to be executed and services are to be performed as per the specification of this Tender.

vi) “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.

vii) “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.

viii) “CONTRACT” or “CONTRACT DOCUMENT” shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.

ix) “GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.

x) “TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.

xi) “LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the

Signature of the Contractor (s) with Seal and Date

contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.

xii) "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.

xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.

xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.

xv) "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.

xvi) "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

xvii) "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.

xviii) "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

xix) "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.

xx) "MONTH" shall mean calendar month unless otherwise specified in the Tender.

xxi) 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.

xxii) "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.

xxiii) "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.

xxiv) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

xxv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.

xxvi) 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.

Signature of the Contractor (s) with Seal and Date

xxvii) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.

xxviii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.

xxix) "TERMINATION" of Contract shall mean the premature closing of contract due to reasons as mentioned in the contract.

xxx) "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.

xxxi) "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.

xxxii) "OVERRUN CHARGES (ORC)" shall mean and include all the costs incurred by the Contractor during the extended period of the contract, including but not limited to any cost arising out of idle labour, administrative cost, T & P and machinery.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 3 of this contract, the Civil Court having original Civil Jurisdiction at Hyderabad, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

2.3 ISSUE OF NOTICE

2.3.1 Service of notice to the Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.3.2 Service of notice to BHEL

Any notice to be given to BHEL In-charge of the Unit under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.4 USE OF LAND

No land belonging to BHEL shall be occupied by the contractor without written permission of BHEL.

2.5 COMMENCEMENT OF WORK

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award/Work order from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA/Work order or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further

Signature of the Contractor (s) with Seal and Date

reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.

2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by e-mode only, unless otherwise found operationally difficult for reasons to be recorded in writing and approved by contract executing department.

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer. The abstract of quantities and item unit rate on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons authorized on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left-out work has to be completed, if pointed out at a later date by BHEL.

Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents with an additional recording of the dispute, if any and shall sign with the following declaration:

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No..... dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). –*

a)

Signature of the Contractor (s) with Seal and Date

b)

c)

It is agreed that the authorized signatory of Contractor shall necessarily record his claims/ dispute in Form WAM 7 only and any claim(s)/ dispute in any other form/ letter shall not be taken cognizance of by BHEL and admissible before any forum. BHEL shall make the payment of undisputed amount within the stipulated time without any unreasonable delay.

All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment due to emergent reasons.

Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.

2.7.2 BREACH OF CONTRACT, REMEDIES AND TERMINATION

2.7.2.1 The following shall amount to breach of contract:

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

II. Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

III. Vendor fails to replace the defective equipment/ material/ component.

IV. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

V. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

VI. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

VII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Vendor.

VIII. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for work are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL to adverse consequences, financial or otherwise.

Signature of the Contractor (s) with Seal and Date

IX. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL.

Note-Once BHEL considers that a breach of contract has occurred on the part of Vendor, BHEL shall notify vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

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

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, 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 = T_1

ii). Let the value of executed work till the time of termination of contract = X

iii). Let the Total Executable Value of work for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y

iv). Delay in executed work attributable to contractor i.e. $T_2 = [1 - (X/Y)] \times T_1$

v). LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor taking " X " as Contract Value and " T_2 " as period of delay attributable to contractor.

2.7.2.2 Remedies in case of Breach of Contract.

i) Wherein the period as stipulated in the notice issued has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.

iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

Signature of the Contractor (s) with Seal and Date

iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.

v) If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a. from dues available in the form of Bills payable to defaulted Contractor against the same contract.

b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.

vi) In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

2.7.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads.

2.7.4 Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.

a) Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)

b) It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on

Signature of the Contractor (s) with Seal and Date

such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.

c) Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.

d) If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.

e) Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

2.7.5 BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:

i) suspension of work(s) at a Project either by BHEL

or

ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, after remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.6 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

a) The balance works are minor vis a vis the scope of work envisaged as per the contract.

b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months.

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as decided by BHEL, shall however be reduced from the final contract value.

Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract.

2.7.7 LIQUIDATED DAMAGES: Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of work, breach of contract etc. as the case may be.

Signature of the Contractor (s) with Seal and Date

Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.

Liquidated Damages shall be calculated in the manner stipulated hereinafter:

In case the work is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance works keeping its right reserved under the contract and law.

Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

After the completion of work, duly certified by Engineer In Charge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record:

- a) Delays solely attributable to contractor
- b) Delays attributable to BHEL
- c) Delays on account of Force Majeure (as specified elsewhere in the contract)

The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

Contract Value for this purpose, shall be the final executed value. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.

2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.

2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.3 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.8.4 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff/ workers employed by him.

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

Signature of the Contractor (s) with Seal and Date

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

2.8.7 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.

2.8.9 Any delay in completion of works/or non-achievement of periodical targets/or non execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

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

2.8.11 All safety rules and codes applied by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer.

2.8.12 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

2.8.13 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.14 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Customer whichever is earlier.

2.8.15 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

2.8.16 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

2.8.17 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality as per the instructions of the Engineer.

Signature of the Contractor (s) with Seal and Date

2.8.18 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall recover the loss from the contractor.

2.9 TIME OF COMPLETION

2.9.1 The time for completion shall be as mentioned in the LOA/Work order. The time for completion shall be reckoned from the date of commencement of work at Site as certified/notified in writing by BHEL Engineers.

2.9.2 Time being the essence of the contract, the entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL.

2.10 EXTENSION OF TIME FOR COMPLETION

2.10.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL.

2.10.2 However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take i.e. Breach of Contract, Remedies and Termination.

2.11 QUANTITY VARIATION

2.11.1 Variation in Final Executed Contract Value

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL. In case of work terminated/ short closed,

Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows:

i) In the event the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation.

2.11.2 Variation in Individual Quantities of BOQ Item(s)

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule in this regard.

BHEL, however, retains the right to arrange the excess quantity through any other source for expediting activities in the interest of the Project.

2.12 INSURANCE

2.12.1 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's

Signature of the Contractor (s) with Seal and Date

compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.12.2 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

2.13 STRIKES & LOCKOUT

2.13.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' and the remedies may be executed, at the discretion of BHEL.

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

2.14 FORCE MAJEURE

2.14.1 "Force Majeure" shall mean circumstance which is:

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

And

Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

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

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

Signature of the Contractor (s) with Seal and Date

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

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

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

a) Constitute a default or breach of the Contract.

b) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

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

2.15 Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018.

2.15.1 Conciliation:

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

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

Signature of the Contractor (s) with Seal and Date

2.15.2 ARBITRATION:

2.15.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules.

2.15.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

2.15.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with IAMC Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by IAMC. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the IAMC Rules. The decision of the party invoking the Arbitration for reference of dispute to a IAMC for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter.

2.15.2.4 The fee and expenses shall be borne by the parties as per the IAMC rules.

2.15.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad.

2.15.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad.

2.15.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

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

2.15.2.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

2.15.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

Signature of the Contractor (s) with Seal and Date

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

2.16 PAYMENTS

Final Bill

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

- i) 'No Claim Certificate' by Contractor.
- ii) Clearance certificates where ever applicable viz. various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.
- iii) Indemnity Bond as per prescribed format.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

2.17 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://siddhi.bhel.in> only.

2.18 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

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

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender_registration/vender.php

Signature of the Contractor (s) with Seal and Date

2.19 Cartel Formation

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

2.20 Fraud Prevention Policy

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

2.21 Order of Precedence

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

- a. Contract agreement with its Amendments
- b. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- c. Notice Inviting Tender (NIT)
- d. Price Bid
- e. Special Conditions of Contract (SCC)
- f. General Conditions of Contract (GCC)
- g. Forms and Procedures

2.22 OTHER ISSUES

2.22.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.22.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

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

Signature of the Contractor (s) with Seal and Date

Special terms and conditions of the contract

1. This is a Works contract and this tender is not divisible.
2. Technical-bids will be scrutinized on opening of Technical-bid. In case the agency has not satisfied all the above conditions with documentary proof the offer will be rejected and price- bid will not be opened.
3. In case of a registered firm, all the documents shall be in the name of the firm. However, in case of sole proprietor or individuals, documents in favour of sole proprietor or individual is acceptable.
4. Tenderer presently working with BHEL R&D should submit requisite documents, even though such documents are submitted by them in previous contracts.
5. All the columns shall be filled with proper information.
6. The contractors are requested to sign on all pages in the documents.
7. For this procurement, Public Procurement (Preference to Make in India 2017), Order 2017 dated 15-06-2017 ,28-05-2018 and 29-05-2019 and Subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of this contract/ PO/ WO against this NIT.
8. BHEL R&D reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons thereof.
9. **Payment Terms:** Single/Final payment after completion of work within 30 days against the submission of invoice along with certification of satisfactory completion by Engineer I/C.
Vendor to indicate appropriate applicable HSN Code for Goods as well as SAC for Services based on Inter/Intra state. In case the bidder has opted for composite GST scheme, the same may be stated explicitly in both and techno- Commercial & Price bids. BHEL will pay only basic price to the vendor and release the GST payment only when the proof of remittance is given.
10. **Price Variation:** Tenderer shall not increase their quoted rates in case the BHEL negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer up to the expiry of validity of rates. The final rates agreed by BHEL will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
11. **Evaluation Criteria:** Evaluation of the tender will be done on overall quote basis inclusive of GST. Order will be placed on overall L-1 percentage as per Schedule-A for complete work.
12. **Quantity Variation:** The quantity of item in Schedule- A may vary on either side i.e. below or above due to prevailing condition at the time of execution of contract. Contractor will be eligible for payment against the actual quantity executed including variation. However, contractor shall not claim any compensation due to quantity variation. Some of the item(s) may not be executed due to prevailing condition, and contractor shall not claim any compensation due to non-execution of any item (s).
13. **Payment Terms:**
 - 13.1 Payment shall be made for the actual executed quantity of work after recording joint measurement on Measurement Book (MB) by Engineer-in-Charge and BHEL will not be responsible for payments other than mentioned in price bid.
 - 13.2 Measurement shall be recorded in measurement book (MB) maintained by the Engineer-in-Charge who shall make entries regarding the work executed by the contractor under different items of bill of quantity (PRICE BREAK-UP SHEET). These entries will be counter-signed by the contractor or his duly authorized representative.
 - 13.3 For measurement of work the norms of Indian Standards (IS) as mentioned in CPWD specifications for each items of work shall be followed.

Signature of the Contractor (s) with Seal and Date

13.4 Measurement shall be taken jointly by Engineer-in-Charge or his authorized representative on the part of the BHEL & the Contractor.

13.5 The contractor shall provide assistance with appliance and other things necessary for measurement without extra charge.

13.6 If the contractor / his representative fails to attend when required for measurement, the Engineer-in-charge shall have power to proceed by himself to take measurements and in that case, these measurements shall be accepted by the contractor as final.

13.7 No advance payment or the payment for mobilization of work will be made to the contractor.

13.8 No payment shall be made for the work done without the permission of Engineer-in-charge.

13.9 Single/final payment after completion of work within 30 days against the submission of invoice along with certification of satisfactory completion by Engineer I/C. All invoices shall indicate Letter Order Number for processing payment and to be submitted in two copies with original signature.

13.10 Any clarification sought by BHEL, pertains to respective bill must be clarified by contractor at the earliest. Otherwise, delay in payment will be attributed to the contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by contractor.

13.11 The contractor will have to intimate the bank account number, and other details of bank to enable BHEL to credit payments to the account. No interest shall be payable for delay in making payments.

13.12 After submission of bill by the contractor, the measurement shall be verified & checked and then only the bill shall be processed.

13.13 BHEL will not responsible for payments other than mentioned in price bid.

13.14 The payment will be made only after obtaining certificate of satisfactory completion of the work by the Engineer in-charge, clearance of the site & clearance of all the liabilities on contractor's part. No claim will be entertained after signing the final bill.

13.15 Payment of GST will be made on actual applicable GST rate. Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.

13.16 The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

13.17 All payment will be subject to deduction of taxes at source as per Income Tax Act & Rules.

13.18 Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.

13.19 BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the security Deposit furnished by the Contractor under this contract or any other contract.

14. Technical Specification & Scope of Work: The work will be carried out as per PRICE BREAK-UP SHEET enclosed in Price Bid and as per latest "CPWD Specifications" for all the works. In case of any doubt regarding the specification and its quality of work, Engineer-in-Charge's clarification and decision will be final and binding on the contractor.

Signature of the Contractor (s) with Seal and Date

14.1 BHEL will not issue any free issue materials for executing the work. All the materials are in the contractor scope which shall be of Indian Standards as directed by Engineer-in-Charge. BHEL will not pay any additional amount other than the agreed amount.

14.2 All tools and tackles required for proper completion of work shall be arranged by contractor.

14.3 Once the work is completed the contractor should remove all the unwanted materials from the site time to time and it should be disposed off as per the instructions of Engineer-in-Charge without any further delay.

14.4 All materials, colour, shade, brand, etc. shall be got approved from the Engineer-in-Charge before the start of the work and shall confirm to the latest IS/IRC/MORTH specifications. The contractor shall not be entitled to any claim or compensation for any of the materials, for any delay in the supply of all the materials w.r.t IS standards which causes delay in progress of work, penalty will be implemented as per the directions of Engineer-in-Charge.

14.5 The materials brought shall be as per the IS standards and shall certified by Engineer-in-Charge. The contractors should have to transport them to site of work at his own cost as early as possible for completing the work in time and shall be held responsible for any delay in the execution of the work which may occur on this account.

14.6 If any of the supplied materials are not fulfilling as per the IS standard quality, a penalty of total amount shall be recovered against the executed material and shall not be refunded.

14.7 Cement & Structural Steel is in the contractor scope only: Cement shall be of 43 Grade and of reputed brand like CCI, Ultratech, ACC, Birla, The Ramco. The cement consumption will be considered as per DSR/CPWD.

14.8 The contractor shall construct store shed for storing cement if required, at his own cost and required site will be shown by the engineer-in-charge. Contractor shall store cement as directed by the Engineer-in-charge and shall maintain the record by entering day to day consumption and receipts. The contractors shall dismantle the temporary shed as soon as completion of work. Final bill will be forwarded subject to above conditions and certification by Engineer in-Charge.

14.9 Structural Steel / Reinforcement steel are in the contractor scope only. The materials brought shall meet as per the IS Standards. Contractor has to quote his price by considering all the aspects as per the IS standards and as per the conditions mentioned in the NIT. BHEL will not pay any additional amount other than the agreed amount. If the agency executed the work with of non-standard materials and the same executed quantity against the materials shall be recovered and shall not be refunded.

15. Supervision of Work: The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.

16. Quality of Work: Any work found defective / unsatisfactory the contractor has to rectify the same at his own cost. In case the contractor fails to rectify the defects within a specified time as per the Engineer – in – charge's instructions the same will be got done by BHEL at the risk and cost of the contractor and the cost deducted from the contractor's bill. c) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.

17. The Tenderer shall not include any additional condition.

18. The Tenderer shall sign on each page of the tender schedule.

19. Rates quoted shall be firm throughout the period of contract.

20. Sub-contracting the work as a whole is not permitted.

Signature of the Contractor (s) with Seal and Date

21. The contractor should ensure HSE management and qualified, experienced site staffs are available at all times during working hours for proper supervision to maintain the quality.

22. Site Visit: Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.

22.1 The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

22.2 The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.

22.3 In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

23. The contractor will ensure adherence to all statutory requirements under the State Rules in respect of service conditions for the employment of contract labour. The contractor, also hereby undertakes to get himself licensed from the appropriate authority as a contractor in accordance with Contract Labour (R&A) Rules, 1971. It is understood by the contractor that for this agreement to be effective, the prime condition is his fulfilling the condition being licensed as a contractor under the state Legislation and the continuance of the agreement is subject to his sustained endurance of fulfilment of all statutory requirements including those contained in Labour Commissioner's Notification No.8385/79 in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respect of absorbance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination. In regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time.

24. The Contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act, Payment of Wages, Workmen's Compensation Act, Minimum wages Act, as amended from time to time.

25. It is agreed between the parties that the non-exercise of any of the powers conferred on the Authorities of the company, will not in any manner constitute waiver of the conditions here to contained in those presents and the liability of the said contractor either of past or future compensation shall remain unaffected.

26. The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the PPE's by their workmen.

Signature of the Contractor (s) with Seal and Date

27. The contractor shall be solely responsible for the safety and good conduct of the staff employed/ deputed by him at site. All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement. Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.

28. The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.

29. Safety

29.1 All safety equipment such as safety belts, helmets, boots, goggles & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.

29.2 Power shut down shall be taken before commencement of the work wherever power cables are running.

29.3 Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.

29.4 Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.

29.5 Any damage to the 3rd party / persons to be taken care by insurance etc. insurance shall be for full or partial injury, death, medical treatment shall be borne by the agency only. BHEL shall not be responsible for the accidents and money incurred on their account by agency.

29.6 Violation of applicable safety, health & environment related norms, a penalty of 5,000.00 (Rupees Five thousand) per occasion shall be imposed.

29.7 Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above.

30. Compensation Clauses

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

30.2 Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

30.3 Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution , erection and commissioning, services , repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting , trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/offices/townships and premises/Project sites.

30.4 Compensation in respect of each of the victims:

i. In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh).

ii. In the event of other permanent disability: Rs 7, 00,000/- (Rs Seven Lakh Rupees).

Signature of the Contractor (s) with Seal and Date

30.5 Permanent Disablement: A disablement that is classified as permanent total disablement under the provision to section 2 (i) of the Employee's Compensation Act 1923.

31. Termination of Contract:

31.1 In case, the services rendered are found to be unsatisfactory, BHEL reserves the right to terminate the services of the Contractor at any point of time, without assigning any reason.

31.2 The contract can be terminated by giving one-month notice in advance by any party. No Notice will, however, be required if the contract comes to end on the specified period and it will stand automatically terminated.

31.3 The contract may be terminated by BHEL, in case the Contractor fails to fulfil the terms and conditions of contract agreement by giving one-month notice.

I/We agree to above term and conditions.

Signature of the Contractor (s) with Seal and Date

Tenderer and Contractor Certificate

I/We _____, do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work actually executed at the respective rates specified in Schedule 'A' here to.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the CPWD Detailed Standard Specifications and the clauses of the Preliminary Specifications/BHEL General Conditions of Contract and that I/We have made such examination of the contract documents and of the specifications, etc. and of the location where the said work is to be done and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, convenient agreements, stipulations and restrictions; and distinctly agree that I/We will not hereafter make any claim or demand upon the BHEL, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, convenient, agreements, stipulations, restrictions and conditions".

I/WE hereby declare that I / WE shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

I/We enclose an income tax verification certificate_____

I /We_____have already produced an income tax verification certificate during the current calendar year in respect of (here particular of the previous occasion on which the certificate was produced should be given).

I/We agree to keep the tender open for acceptance for Ninety (90) days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to BHEL.

After the tender is accepted, if I/We fail to commence the execution of the works as provided in the conditions, I/We agree that BHEL shall without prejudice to any of their right or remedy, be at liberty to forfeit the said earnest money.

Signature of the Contractor (s) with Seal and Date

Price Break-up Sheet / Schedule-A

Name of the Work: Fuel cell hydrogen cylinder shed construction and other related civil works in BHEL R&D guest house.

Sl. No.	Description of Item of Work	Quantity	Unit	Rate Rs./Unit	Amount Rs.
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5m. All kinds of soil.	150	Sqm	20.64	3095.34
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m All kinds of soil.	12.27	Cum	213.81	2623.81
3	CEMENT CONCRETE. Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40mm nominal size).	10.97	Cum	4906.44	53828.56
4	Coursed rubble masonry (second sort) with hard stone in foundation & plinth with : Cement mortar 1:6 (1 cement : 6 coarse sand).	10.53	Cum	5767.16	60728.21
5	Provide and laying specified grade of RCC excluding centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 -coarse sand - 20 mm stone aggregate).	2.22	Cum	6540.89	14515.87
6	Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	17.31	Sqm	241.40	4178.60
7	Supplying and stacking at site. Moorum	25.20	Cum	684.58	17251.32
8	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	25.69	Cum	186.14	4781.30
9	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	7.452	Cum	6432.58	47935.62

Signature of the Contractor (s) with Seal and Date

10	Demolishing brick work manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-Charge. In cement mortar	0.59	Cum	1245.68	734.89
11	CEMENT PLASTER IN TWO COATS : 18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement: 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge.	58.44	Sqm	353.01	20629.82
12	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer. Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	80	Kg	90.21	7216.95
13	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer. Using M.S. angels 40x40x6 mm for diagonal braces	2.52	Sqm	3752.67	9456.73
14	"Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate"	62.40	Sqm	422.33	26353.42
15	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.	121.00	Kg	121.57	14709.70
16	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	1134.80	kg	86.23	97852.46
17	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+ 0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete : Ridges plain (500 - 600mm)	70.00	metre	352.80	24695.76

Signature of the Contractor (s) with Seal and Date

18	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications : Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr / 10 sqm	89.76	Sqm	120.51	10816.84
19	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work.	82.04	Sqm	103.01	8450.82
20	Providing and fixing anodised aluminium door double/single leaf made out of aluminium anodised box section of size 47x44.50x2mm for side and top members 100x44.50x2mm for bottom and lock rail neatly joined with required cleats and screws. Each door has to be fitted with 5mm glass panes, 12mm laminate board, required number of aluminium anodised furniture fittings such as Handles, Hinges, Aldrops, Tower bolts floor spring of approved make, door stoppers, concealed mortice lock of approved make & PVC beading all around the door frame etc.	2.52	Sqm	5467.28	13777.55
Total Estimate Value		Rs. 4,43,633.56			

Note	1. The bidders are required to quote their offer on percentage (%) basis at excess or less or on par (0%) with Total estimate value (to be treated as 100%) in figures and words in one of the rows given below.	
	2. Only One of the Rows below are to be filled in % only else the offer will be rejected	
	3. Evaluation of Price Bid:	
	i. A single percentage (%) must be quoted for all categories mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer as per NIT criteria ii. Price bid evaluation will be made on the basis of % quoted by bidder. iii. In case more than one agency becomes L1 by quoting same value, further sealed quotations will be called for, from those L1 agencies only to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers".	
Tender %	In figure	In Words
Excess		
Less		
Estimated		

Quote Taxes (GST) _____ (%) Extra as applicable (maybe quoted separately for Material/Service, if required).

Signature of the Contractor (s) with Seal and Date

SCHEDULE 'C'

SERVICES VIZ, WATER & LIGHTING TO THE CONTRACTOR

1. WATER:

Water required for construction purpose shall be supplied by Bharat Heavy Electricals Limited. The supply will be made at convenient point to be determined by the AGM (CWC) and contractor has to make his own arrangements to distribute the water to places where required including cost of providing and fixing water meters. The charges for the consumption of water will be as under, where meters could not be provided by the contractor and prior permission for the same was obtained in writing from Manager (Civil).

- i) For Periodical Maintenance of Buildings - 0.25% of the actual value of the water consumed items of the work.
- ii) For Road Works - 0.75% of the actual value of the water consumed items of the work.
- iii) For Other Civil Works - 1.00% of the actual value of the water consumed items of the work.

2. POWER:

Electric power, if required, will be supplied at a convenient metered point, to be selected by Engineer- in-Charge. Any extensions required will have to be arranged by the contractor himself. Energy consumed will be metered and charged at Rs. 8.00 (Rupees Eight only per unit).

Signature of the Contractor (s) with Seal and Date

SCHEDULE 'D'**TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR**

(See Conditions 14 & 34A)

Sl. No.	Particulars	Number available	Hire charges per Unit per Working day ₹	Frequency of Maintenance	+Value per unit	Place of issue	Number required by
1	2	3	4	5	6	7	8

Signature of Contractor_____

Signature of Issuing Officer_____

Date:_____

Date: _____

Note:

1. The tenderer shall indicate in column 8 the number required by him subject to the maximum indicate in column 3.

Column 6 is not to completed if condition 34 A committed from the General Condition of Contra

Signature of the Contractor (s) with Seal and Date



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

SAMPLE AGREEMENT FORMAT

समझौता संख्या | AGREEMENT No: HY/_DEPT CODE/_/2024-25 दिनांक | DATE:

1. कार्य का नाम | :
Name of the Work
2. ठेकेदार का नाम और पता | :
Name of Contractor and Address Ph No:
E-mail:
3. स्वीकृत निविदा की राशि | : **Rs. /-, including GST**
Amount of Tender accepted. Rupees _____ only.
4. एल ओ आई संदर्भ सं | :
Letter Of Intent Reference No.
5. कार्य प्रारंभ करने की दिनांक | :
Date of commencement of Work
6. कार्य पूरा करने के लिए आवंटित समय | : () months
Time Allotted for completing the work
7. शेड्यूल-ए में मदों की संख्या | : As per Schedule attached.
No. of Items in the Schedule-A
8. समझौते में पृष्ठों की संख्या | : () only.
No. of Pages in the Agreement
9. रखरखाव एवं दोष दायित्व अवधि | : () months
Maintenance & Defect Liability
Period
10. जॉब सं | Job No. : :
11. पी एफ कोड सं | PF Code No. : :
12. ई एस आई सं | ESI No. : :
13. एफ सी सं | F C No. : :
14. Fund Commitment No. : :
15. एच पी सी एवं दिनांक | HPC No. & Date : :



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

This Agreement is made on _____ (Year) between M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act.1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 042 (hereinafter called "the company" of first part) and _____ (hereinafter called "the contractor" of the second part) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and as signs.

WHEREAS

- A. BHEL desires to engage a contractor to provide work (Specify the work)..... in different departments in order to cope up with the additional work in addition to the capacity planed from time to time as and when required.
- B. The contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Technical bid and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions) , the work/service described in the said specifications and set forth in Technical bid as the probable quantities and comply with all terms and conditions as per NIT.

Whereas through its E-Tender Notice No.: _____ published on _____, the company _____ had _____ called _____ tenders _____ for _____ which are annexed hereto.

In pursuance of the said contractor's revised price offered after Negotiation held on _____, the company has awarded the work of _____ hereinafter called "the said work" as per terms and conditions stipulated in the above tender notice, as per schedule enclosed herewith containing full details of description of work, payment terms and vide LOI / Work order No. _____ subject to the terms and conditions stipulated hereunder in addition to conditions stipulated in the said tender notice.

Now these presents witness that in consideration of the "Technical Bid" as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

1. NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1.1** That the agreement shall commence on _____ and will be in force up to _____.
- 1.2** As per terms and conditions the contractor has to deposit total SD amount Rs. _____/- i.e., (5% of Rs. _____/-) in advance. However, Security



**BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042**

may be collected in installments in exceptional cases. In such cases, Contractor has to deposit atleast 50% of total SD i.e., (PO Value) Rs. _____ /- including the EMD, before commencement of work. The balance security deposit amount shall be collected by deducting 10% of gross amount progressively from each of the running bills of the Contractor till the total amount of the Security Deposit is recovered. Security Deposit shall be refunded to the Contractor upon fulfilment of all the Contractual/Statutory obligations or

1.3 सुरक्षा जमा की वापसी | REFUND OF SECURITY DEPOSIT:

Security Deposit of contractor shall be refunded only upon fulfilment of all the Contractual/Statutory obligations, if any, and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor or after 03 (three months) from the date of completion of the contract whichever is later, after deducting all expenses/other amounts due to BHEL under the Contract.

The Security Deposit component like FDR, Bank Guarantee, and other Financial Instruments as per NIT should be collected in person from BHEL by the representative who is authorised by the Contractor. The Contractor shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services of the persons deployed could be availed without any disruption.

1.4 No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.

1.5 “Contract Documents” shall include the Contract Agreement, Scope of Work, Special Conditions of the Contract (SCC), General Conditions of the Contract (GCC), Scope of Work, Commercial Conditions of the Contract, amendments, schedules and any other document specified in the contract agreement. This agreement is the outcome of joint efforts of the parties. Subject to the order of precedence as set out below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document. In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below

- i) Contract Agreement;**
- ii) Commercial Terms of the Contract;**
- iii) Special Conditions of the Contract; and**
- iv) General Conditions of the Contract**

Note: Any annexure to any of the above shall be read along with the covering document

1.6 The Contractor shall initially pay the wages, and other statutory payments etc., within the specified time, related to his workmen and then claim bills from BHEL. The contractor would be required to submit their claims / bills along with the proof of



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

payment of wages, PF, ESI etc., to the respective statutory departments. The claims / bills will be scrutinised, certified and processed for payment by the respective user departments and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.

1.7 BONUS PAYMENT:

The contractor shall pay bonus to all his workmen as per the applicable provisions of the Payment of Bonus Act, 1965 and its rules & amendments issued from time to time for the contract period and as per the circulars issued by BHEL, Corp. R & D, HR/IR from time to time, before claiming final bill. BHEL shall not reimburse any amount towards this.

1.8 OVER RUN COMPENSATION: Not applicable.

1.9 ADVANCE PAYMENT: No Advance payment shall be made to the Contractor.

1.10 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.

1.11 The contractor shall fully comply with the following enactments / guidelines:

- (i) Contract Labour (R & A) Act, 1970 & applicable Rules thereof
- (ii) Minimum Wages Act 1948
- (iii) Payment of Wages Act, 1936
- (iv) ESI Act, 1948
- (v) EPF & Misc. Prov. Act, 1952
- (vi) Employees Compensation Act, 1923.
- (vii) A.P Labour Welfare Fund Act, 1987
- (viii) Inter State Migrant Workmen (RE & CS) Act, 1979
- (ix) Payment of Bonus Act, 1965
- (x) Payment of Gratuity Act, 1972
- (xi) Equal Remuneration Act, 1976
- (xii) The Company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.

1.12 The contractor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in BHEL Corp. R & D under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to BHEL, Corp. R & D, on or before the date of commencement of contract.

1.13 The contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen under Inter State Migrant Workmen (RE & CS) Act, 1979 in case the contractor engages workmen recruited from outside State of Telangana in which BHEL Corp. R & D located. The Contractor shall submit a valid Contract Labour License to BHEL, Corp. R & D, on or before the date of commencement of contract.

1.14 The Contractor shall produce the following Registers and forms (as applicable) before commencement of work, for verification by the Contract Executing Officer / Contract Labour Cell of the company, **without which labour entry permission will not be granted.**

- Form XIII : Register of workmen employed by contractor (Rule 75)
- Form XIV : Employment card issued by contractor (Rule 76)
- Form XVI : Muster Roll (Rule 78(1)(a)(i))
- Form XVII : Register of wages (Rule 78(1)(a)(i))
- Form XVIII : Register of wages-cum Muster Roll (in case of Weekly payment)



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

- Form XIX : Wage Slip (Rule 78)(b)
Form XX : Register of deduction for damages or loss (Rule 78)(1)(a)(ii)
Form XXI : Register of files (Rule 78)(1)(a)(ii)
Form XXII : Register of advances (Rule 78)(1)(a)(ii)
Form XXIII : Register of overtime (Rule 78)(1)(a)(iii)
Form XXIV : Return to be sent by the contractor to licensing Officer (Rule 82)(1)

The contractor shall maintain the above and any other registers and forms applicable under various Acts/Rules neatly, completely and legibly for inspection by various statutory authorities and by the company officials even at short notice. All above registers shall be maintained at the place of work at Contractor's own cost.

In addition to the above the following are required to be taken care by the contractor under Contract Labour (R&A) Act 1970

- (a) Copy of license to be displayed at the work spot as required under Rule 25 (2) 9 (ix).
- (b) Rates of wages, hours of work, wage period, date of payment, name and address of inspector, date of payment of unpaid wage in English, Hindi and Telugu are to be displayed as per rule 81 (1) (i).
- (c) Notice showing wage period, place and date of disbursement of wages has to be displayed and a copy of the same is required to be sent to Principal Employer under acknowledgement as per rule 71
- (d) An abstract of the Act and Rules in the form approved by the Chief Labour Commissioner (Central), New Delhi to be displayed in English and Hindi and Telugu as per rule 79.
- (e) Copies of Notices required to be displayed as per Rule 81(1)(i) and any change occur the same shall be submitted as per Rule 81 (2).
- (f) Notice of commencement of work has to be given as required under Rule 25 (2) (viii) in form VIA
- (g) Register of person employed to be maintained as required under Rule 75
- (h) Employment cards were to be issued as per rule 76 (i)
- (i) Register of wages and muster roll to be maintained as per Rule 78(1)(a)(i)
- (j) Register of fines, deductions and advances to be maintained as per Rule 78(1)(a)(ii)
- (k) Register of overtime to be maintained as per rule 78(1)(a)(iii)
- (l) Wage slips have to be issued as per rule 78(1)(b)
- (m) Half Yearly return for the half year ending _____ to be submitted as per Rule 82(1) to the Licensing Officer
- (n) Latrines and Urinals to be provided for the use of the workers as per rule 51 to 56 read with section 18
- (o) First aid facilities to be provided for the use of the workers as per rule 58 read with section 19
- (p) Crèche facilities to be provided for the use of children of women as per Rule 25(2)(vi)
- (q) The contractor shall observe
 - (i) Weekly rest day
 - (ii) The Company List of Holidays.



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

- 1.15** Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification (issued by Local Police Dept.,) in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Human Resource Department/IR section through the contract executing officers before commencement of the work.
- 1.16** The entry permits are to be issued to the Contract Labour by R & D Security Incharge, based on the requisition submitted by Contract Executing Officer and forwarded by Executive in charge of Contract Labour Cell of HR IR section
- 1.17** Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Contract Labour Cell of HR IR section through his contract executing officer, for forwarding the same to State / Central Labour Department as applicable.
- 1.18** The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit list of shift wise contract labour engaged by him in duplicate to Security Personnel at J Gate on daily basis.
- 1.19** The Contractors shall pay BHEL fair wages (which consists of State minimum wages and additional payments) whichever is higher to their workers. The Contractor shall pay allowances / incentives as decided and communicated by BHEL, from time to time. Reimbursement of any increase in BHEL fair wages to the Contractor after payment of the same to the eligible workers engaged under the contract shall be as per Price Variation Clause of the Contract.
- 1.20** The Contractor shall comply with all the statutory provisions such as Bonus (% as prevailing in BHEL Corp. R & D), PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax(Composite) and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
- 1.21** The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.
- 1.22** Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 1.23** Contractor shall furnish in a separate letter, his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Postal Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
- 1.24** The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

- 1.25** Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
- 1.26** Contractor on the advice of the Company official shall immediately remove any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
- 1.27** Wherever required, the contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover.
- 1.28** The contractor shall give all notices required by the Acts, Regulation, Bye-laws, and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the Company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the Company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
- 1.29** It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment and shall indemnify the Company against any claims for damages for injury to the person(s) or property / properties resulting from any such accidents and shall, where the provisions of the Employees Compensation Act does not apply, take steps to properly insure against any claims thereunder.
- 1.30** In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act. VIII of 1923 whether by the contractor or by the Company as principal, it shall be lawful for the Company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the Company shall be final in regard to all matter arising in this clause
- 1.31** No work shall be done on Sundays or on any other declared Holidays of the Company without the written permission of the Company Officer-In-Charge of the work and HR/IR section of Contract Labour Cell. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.
- 1.32** The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
- 1.33** On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official in charge of the work. The Contractor will also pay compensation as determined by the Authorities.
- 1.34** The contractor shall indemnify the Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the Company, as a consequence of failure, the Company to give notice under the Employees Compensation Act 1923 or otherwise confirm to the provisions of the said Act in regard to such accident.
- 1.35** The contractor shall ensure adherence to all statutory requirements applicable to BHEL.



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

- 1.36** The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act 1948 and Provident Fund Misc. Prov. Act 1952 etc., as amended from time to time.
- 1.37** The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
- 1.38** The contractor shall keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 1.39** The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the contractor in making such payment, and payment of his bill will be deferred despite other legal action.
- 1.40** The Income tax as applicable will be deducted from the bill of the contractor.
- 1.41** The Contractor shall maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 1.42** The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL Corp. R & D direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
- 1.43** In addition to the above holidays mentioned herein above, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL Corp. R & D, Hyderabad also, then the Contractor shall extend paid Holiday/s to his workmen.
- 1.44** The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund & Misc. Prov. Act 1952 in the case of all eligible Labours engaged by him in the BHEL Corp. R & D (employees) and in the process shall conform to all stipulated conditions under the Provident Fund & Misc. Provisions Act 1952 and rules framed thereunder. The PF contribution i.e., 12% shall be paid on total wages paid to the contract labour.
- 1.45** Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 1.46** The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
- 1.47** उप-अनुबंध | SUB-CONTRACTING:
The contractor shall not sub-contract or sub-let or transfer or assign the contract in full or any part thereof to any other person or firm or company without written consent from BHEL.
- 1.48** The contractor shall provide the required safety equipment to the labours engaged by him.
- 1.49** Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract as prescribed under the Contract Labour (R&A) Acts/Rules.



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

- 1.50** A copy of the agreement between contractor and his labour shall be submitted to the Contract Labour Cell of HR-IR section
- 1.51** Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned Company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
- 1.52** The quantities mentioned in the agreement schedule are worked out from the relevant drawings / estimations of the Company and may or may not be the actuals required for execution.
- 1.53** The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.
- 1.54** All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may be from time to time shall be done by the Company official.
- 1.55** For all modifications, omissions or additions to the specifications, the Company shall issue revised written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the Company in writing.
- 1.56** The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
- 1.57** All materials, articles and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the Company.
- 1.58** Sample of materials shall be furnished by the contractor at his expense to the Company when called for before executions of any work. On approval of the sample of materials by authorized Official of the Company, the Contractor shall take up the work.
- 1.59** The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 1.60** The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismissal, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 1.61** The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 1.62** The contractor shall employ only such personnel who found fit for employment in Organisations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

टिप्पणी | Note: Contractor / Contractor's representatives / Contractor's workers shall be permitted inside Factory only on regular passes which will be issued only after submission of respective persons' original Police Verification Certificate along with PF, ESI, dependent & nominee details.

- 1.63** The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 1.64** Out of total manpower to be deployed the Contractor shall to the extent possible deploy 15% scheduled castes and 7.5% of scheduled tribe community.
- 1.65** All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor and used as per requirement.
- 1.66** Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- 1.67** Violation of applicable safety, health & environment related norms, a penalty of Rs.5,000/- (Rupees Five thousand only) per occasion shall be imposed.
- 1.68** The agency has to produce medical fitness certificate for his workmen for suitability of workers to work on heights
- 1.69** The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications of the Company shall be taken down and removed from the work site at the contractor's expenses.
- 1.70** The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, specifications, notes, procedures etc.
- 1.71** The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final and binding on the Contractor.
- 1.72** Contractor shall be deemed to have included in his tender price of all the plant, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.
- 1.73** If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, Company Officials may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order/s and on failure of which the Company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.
- 1.74** It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

- 1.75** Any electric power required for contractor's machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.
- 1.76** The contractor shall comply to all applicable rules & regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
- 1.77** All waste material as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the Company. If this is not adhered to, the Company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 1.78** Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the Company shall be deducted from the respective bills / any other payments due to the Contractor. Any loss or damages caused by the workmen of the contractor arising due to any strike/ stoppage of works/dharnas etc., The Contractor shall be responsible for such actions of their workmen engaged and all such losses or damages incurred to the company shall be recovered from the contractor.
- 1.79** BHEL reserves the right to terminate the contract by issuing Thirty (30) days' Notice on account of failure of the contractor in discharging their respective contractual obligations mentioned in this contract.
- 1.80** BHEL reserves its right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- 1.81** In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 1.82** In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the contractor or by initiating appropriate legal action.
- 1.83** In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor or forfeiture of EMD/Security Deposit at the discretion of the competent authority of the Company. On successful completion of the contract to the satisfaction of the Company, the bank guarantee/SD shall be released after due claim period.
- 1.84** In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy Dist., only shall have the jurisdiction.
- 1.85** The Company reserves the right to enter into parallel agreement with one or more contractors at their discretion.
- 1.86** Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only within two weeks.
- 1.87** The labour employed by the Contractor, if found in abetting any fellow labour or Contractors or any BHEL employee, the same shall be considered as an act of



**BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042**

indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further, the Contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government as applicable from time to time.

- 1.88** Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
- 1.89** Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- 1.90** The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.

1.91 FORCE MAJEURE:

The following shall amount to Force Majeure conditions:

- (i) Acts of God, Act of any Government, War, Sabotage, Riots, Civil, Flood, Fire, Cyclone, Earthquake, and Epidemic, Pandemic over which the Contractor has no control;

If the contractor suffers delay in the due execution of the contract due to delays caused by Force Majeure conditions, as defined above, the agreed time for completion of the work covered by this 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 for the delay but the Contractor shall not be eligible for any compensation on this account.

1.92 सुलह एवं मध्यस्थता | CONCILIATION & ARBITRATION:

CONCILIATION:

The parties agree that if at any time, any disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the memorandum of understanding), which the parties are unable to settle mutually, arise inter-se the parties, the same may, be referred by either party to conciliation to be conducted through independent experts committee to be appointed by competent authority of BHEL from the BHEL panel of conciliators.

The proceedings of conciliation shall broadly be governed by Part-III of the arbitration and conciliation Act 1996 or any statutory modification thereof.

The Annexure together with its formats will be treated as if the same is part hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MOU etc.

The purchaser/contractor/seller etc. agrees that the purchaser/contractor/MOU etc., may make any amendments or modifications to the provisions stipulated in the Annexure-2 to this GCC/Agreement/Contract/MOU etc., from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-2 with effect from the date as intimated by BHEL to it.

The copy of the scheme is available in the below link.



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH AND DEVELOPMENT,
VIKASNAGAR, HYDERABAD-500 042

https://www.bhel.com/sites/default/files/Brief_Procedure_under_BHEL_Conciliation_Scheme-06-10-18new.pdf

ARBITRATION:

Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by the Head of BHEL Unit / region / division issuing the contract.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of arbitration and conciliation act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Hyderabad only at state of Telangana.

The cost of arbitration shall be borne as per the award of the arbitrator.

Subject to the arbitration in terms of clause as stated above, the courts at Sangareddy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the 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 except where the contract has been terminated by either party in terms of this contract.

In case of contract with public sector enterprises (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 /Organisations (excluding disputes concerning railways, income tax, customs & excise departments). Such dispute or difference shall be taken up by either party for resolution through AMECD as mentioned in DPE OM No. 4(1) / 2013-DPE (GM)/FTS-1835 dated. 22.05.2018".

ठेकेदार के हस्ताक्षर
Signature of the Contractor

कंपनी की ओर से अधिकारी के हस्ताक्षर
Signature of the officer on
behalf of the company

गवाह | Witness:
हस्ताक्षर, नाम और पता | Signature, Name and Address.