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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

P.B. No 2606, Mysore Road, Bangalore - 560 026

Phone: 080 – 26998949/8605 e-mail id: sdbarman@bhel.in/gopal.maurya@bhel.in

Dear Sirs,

Sub: Tender enquiry for Sub-contract work of Work for Cable Laying, Installation and Commissioning of DDCMIS Panel as RTU for Implementation of AGC between Switch yard and Unit Control Room at NTPC TELENGANA.

Tender Enquiry Number: CE/ES/2023-24/AGC/EnC//TLG/SJDB

Tender Date : 19-02-2024

Tender Opening Date and Time: 04-03-2024 13:30 Hrs.

Sealed/Password Protected pdf tenders in single part are invited for taking up the subject contract work of Erection and Commissioning support of AGC panels. The following details may be carefully studied and considered in responding to the enquiry.

The work is to be executed at **NTPC TELENGANA**.

No extension of time will be given for submission of offer under any circumstances.

1. Offer cover shall be super scribed with the “**Tender Enquiry number, due date and time**”.
2. Offer can be sent by post/courier addressed to the **Deputy General Manager/ External Services Department, New Engineering Building (NEB), 5th Floor, BHEL- Electronics Division (EDN), P.B. No. 2606, Mysore Road, Bangalore-560 026** so as to reach us before the due date and time.

OR

Tender Document can also be electronically submitted in the form of scanned pdf format protected by Password of bidder's choice and the same shall be shared with BHEL (sdbarman@bhel.in and gopal.maurya@bhel.in) on the day of Opening of the bid.

3. The Single Part Bid shall be opened at BHEL-EDN Bangalore **on 04-03-2024 at 13:30 hours** in the presence of bidder who wish to be present. Tender received after due date and time is treated as late Tender and shall not be considered for evaluation.
4. The validity of offer shall be for 90 days from the date of opening of tender.
5. The prices quoted shall be FIRM. No escalation in price/s will be allowed.
6. GST, if applicable, will be paid only if it is matching with data uploaded by the Bidder in GST portal. The Bidder shall mention Bidder's GST registration number, SAC code and GST rate as applicable.
7. The bidder shall submit a **copy of PAN Card, GSTIN (if applicable), ESI registration (if applicable), PF registration document (if applicable) & copy of MSME Certificate (if applicable) with the bid.**
8. The tender is likely to be finalized in a very short time.



9. The bidder is advised to visit the project site to familiarize themselves with the project site conditions.
10. Value of work: **Rs. 258,000 /-** exclusive of GST, Payable Extra.
11. No EMD is applicable in this Tender.
12. The estimated time for completion of work is around 25-30 days **or** in line with **NTPC TELEGANA** program/schedule for unit shut down and re-synchronizing of the unit, whichever is **later**.
13. Advance payment and interim payment will **not** be paid to the Contractor.
14. For any clarification on this tender, DGM / External Services may please be contacted on phone no. 080-26998949/9886128680, email id: sdbarman@bhel.in or gopal.maurya@bhel.in

Enquiry comprising of following documents are issued herewith:

- a) Section 1: Special Instructions
- b) Section 2: Scope of Work
- c) Section 3: Schedule of price
- d) Section 4: List of Drawing/Document
- e) Section 5: Special conditions of contract
- f) Section 6: Certificate of Declaration for Confirming knowledge of Site Condition
- g) Section 7: Non-Disclosure Agreement
- h) Section 8: No deviation certificate.
- i) Section 9: No-Claim-No-Demand Declaration

BHEL reserves the right to cancel or reject the offer either partly or in full without assigning any reasons thereof.

Kindly acknowledge receipt of this tender enquiry. In case bidder does not want to quote against this enquiry, a written communication may please be sent to the undersigned before the tender opening date and time.

Bidder is advised to return one set duly signed in all the pages along with the offer.

Thanking you,

Signature and Seal of the Bidder



SECTION 1
SPECIAL INSTRUCTIONS

1. The offer shall be submitted in a single part in a **sealed envelope** prominently super scribing the “**Tender Enquiry Number, due date and time**” as mentioned in the covering letter.
2. The bidder is requested to carefully and thoroughly read the instructions/ documents sent to them. For any further clarifications BHEL may be contacted.
3. The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.

4. Pre-Qualification Requirement:

The Bidders having past experience of successfully completed similar type of job like “shifting & erection of DDCMIS panels, cabling, gland preparation work, ferruling & termination” are only eligible to participate.

Supporting documents like work completion certificates/ Bills etc against completed Works of DDCMIS panels to be submitted for further Evaluation.

5. **Security deposit @ 5% of the contract value (Excluding GST)** shall be paid by the successful bidder. The successful bidder has option to pay a minimum of 50% of the SD amount by pay order or demand draft or SBI Collect remittance in favor of BHEL, payable at Bangalore before start of work and balance 50% can be recovered from the Running Bills.

The Bidder shall submit Security Deposit within 15 days from the date of issue of LOA/WO or before commencement of work, whichever is earlier.

Modes of deposit:

The S.D amount 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

Signature and Seal of the Bidder



(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) the approval of BHEL

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

(v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

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.

6. The security deposit shall not carry any interest.

7. The Contractor will have to submit a certificate to BHEL declaring that the Contractor has complied to all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract.

8. Security Deposit amount will be returned after 90 days from the date of successful completion of work as per the contract after duly certified by BHEL Site Engineer and on receipt of compliance certificate.

Signature and Seal of the Bidder



9. Workmanship guarantee is applicable for a period of 90 days from the date of successful completion of work. Any rectification work to be carried out during the guarantee period shall be carried out at free of cost.
10. The Contractor shall mobilize his men, materials, tools & tackles to site immediately from the date of intimation from BHEL or release of LOI / WO.
11. In addition to the local laws and regulations the bidder shall also comply with the Minimum Wages Act. The Payment of Wages Act including periodic revisions and the rules made there under in respect of labor currently employed on or connected with the contract shall be followed.
12. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per section 8.
13. Bidder shall return one set of this tender documents with each page duly signed & stamped by them to BHEL along with their offer.

- Work Schedule:** The work may be taken up as and when Customer/ NTPC TELEGANA, gives the shutdown and the work shall be completed as per the BHEL's/ NTPC TELEGANA requirement/Shutdown schedule. Exact date of requirement shall be intimated by BHEL. However, the work shall be completed preferably within 10 days or in line with NTPC TELEGANA program/schedule for unit shut down and re-synchronization of the unit, whichever is later.
15. **Payment term:** 100% payment ON Pro-Rata basis of Completion Unit Wise (less 50% of SD amount, as applicable if the total SD amount is not received) will be released within 30 days from the date of receipt of bill at BHEL-EDN, Bangalore on completion of work and certification by BHEL site Engineer or BHEL-Customer. Bill shall be forwarded to BHEL-EDN, Bangalore for process and release of payment will be from Bangalore.
 16. **Mode of payment:** Payment will be made by EFT and the charges shall be borne by the Contractor. The Contractor will be required to submit NEFT mandate form duly certified by bank for EFT mode of payment along with a crossed cancelled Cheque, PAN card.
 17. No claim & no demand certificate to be submitted along with the invoice for payment.
 18. GST, if applicable, shall be paid extra. A copy of GST registration certificate shall be enclosed with the offer.
 19. Income tax plus surcharge as applicable will be deducted from the gross amount of each bill. Please indicate the IT PAN and a copy of PAN Card be submitted with the offer.

Signature and Seal of the Bidder



20. Goods and Services Tax (GST):

- a) BHEL EDN GSTN for this job is **29AAACB4146P1ZB**. All invoices to contain BHEL EDN GST No.
- b) The Bidder shall mention Bidder's GSTN number in all quotations and Invoices submitted (if applicable).
- c) The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted (if applicable).
- d) Invoices submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC code etc. Invoice should be submitted in original for buyer plus duplicate for credit availing.
- e) Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
- f) Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- g) For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the Invoice.
- h) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied on BHEL.
- i) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied on BHEL.
- j) Penalty if any, charged to successful bidder during execution of the job, GST as applicable will be recovered along with penalty amount.
- k) The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder's bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
- l) Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
- m) Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
- n) As per GOI, Ministry of Finance – 1st day of October ,2018, as the date on which the provisions of section 51 GST Act shall has come into force. If applicable, for this contract to be acceptable to contractor for deduction of GST TDS on taxable value excluding GST.

Signature and Seal of the Bidder



SECTION 2
SCOPE OF WORK

Work for Cable Laying, Installation and Commissioning of DDCMIS Panel as RTU for Implementation of AGC between Switch yard and Unit Control Room at NTPC TELENGANA

- =====
- A) Erection of new excitation system.
 - B) Laying and termination of cables for new system. Vendor has to do additional copper cabling if any required and which is not in present system. This will be in the vendor's scope.
 - C) Earthing of new system as per IS
 - D) Pre and post commissioning tests of regulation panel and Excitation system complete. NTPC RIO/Site representative shall witness all functional acceptability test of system.
 - E) Commissioning of complete excitation system.
 - F) All civil works related to dismantling of old panels and erection of new regulation panel.
 - G) Unloading/loading and storage of new panels at site.
 - H) Transportation of new panels from the place of storage to the proposed location of installation.
 - I) Complete external-internal & inter-panel cabling which includes laying, dressing & termination required along with glanding for complete commissioning of the system.

Signature and Seal of the Bidder



BHARAT HEAVY ELECTRICALS LTD.TENDER REF CE/ES/2023-24/AGC/EnC/TLG/SJDB

ELECTRONICS DIVISON, BANGALORE

DATE: 19-02-2024

OPENING DATE: 04-03-2024

BHEL EDN BANGALORE CE-Ext Services PROJECT : Work for Cable Laying, Installation and Commissioning of DDCMIS Panel as RTU for Implementation of AGC between Switch yard and Unit Control Room				
ITEM DESCRIPTION	UOM	QTY	UNIT PRICE (Excl of GST)	TOTAL PRICE (Excl of GST)
<i>DDCMIS PANEL (Panel is in two panels per suite formation. Work includes Shifting from Stores to CCR of Unit-01 , minor Civil works like preparation of floor cut outs and foundation pockets for panels, cubicles installation at Control Equipment Room (CER) in Main plant , Alignment, welding to the base frame, ear thing etc.) This includes Minor civil works for final adjustment of floor cut outs and foundation pockets etc (Dimensions - L X B X H: 750 X 1500 X 2100 mm) - Approximate weight = 800 Kg. Providing Manpower Support during Commissioning</i>	NO.	1		
Laying of OFC Cable (Two Runs) in HDPE Pipe from Switch Yard to Unit-01 RTU Panel , and Unit-01 to Unit-02 and Unit-01 to Unit-03. Splicing, OTDR Testing and Terminations on Both ends on LUMP SUM BASIS	Mtr	5000		
Laying of Copper Cable (Two Runs) from HMI in Shift In charge Room to Unit-01 RTU panel, and Unit-01 RTU to Unit-01 DCS and Terminations on Both ends in LUMP SUM BASIS and Providing Manpower Support during Commissioning	Mtr	200		
Installation of HMI (EWS cum OWS) and Connecting to Switches and Providing Manpower Support during Commissioning	No.	1		

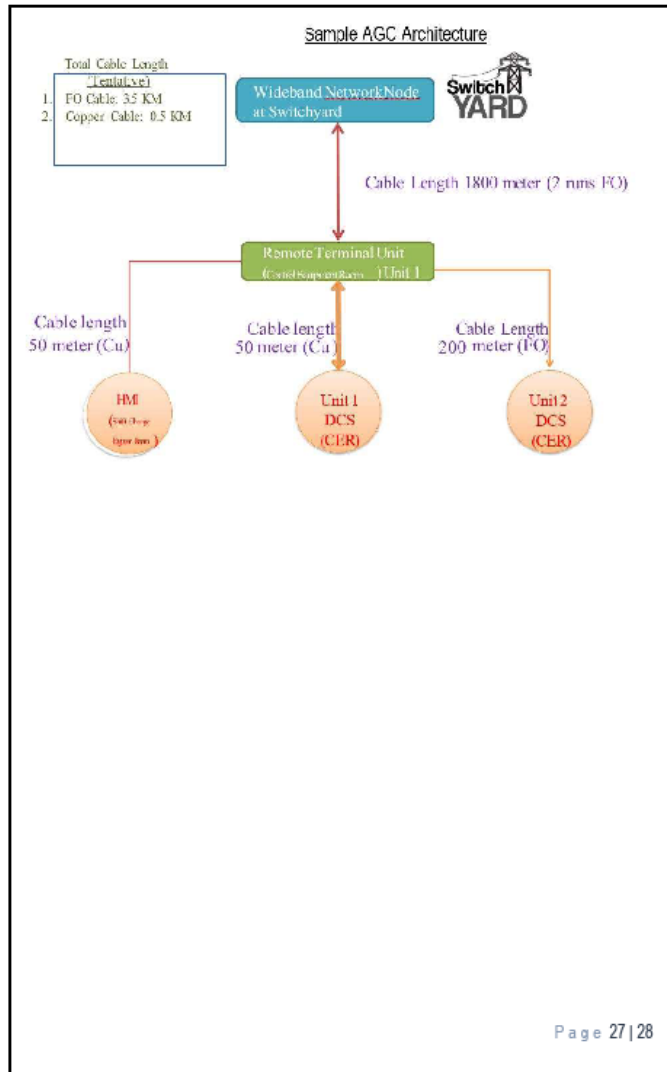
Signature and Seal of the Bidder

Regd. Office: BHEL House, Siri Fort, NEW DELHI – 110049

Website: www.bhel.com

SCOPE INCLUSION:

*Mobilization and Demob Charges, Lodging and Boarding at Site shall be considered in the Offer Price.
 Deployment of Manpower in the form of Skilled Technician and Semi-Skilled Helpers shall be in scope of the bidder for Erection and Commissioning Support till completion.*



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B) OTHER WORKS:

- Assistance for verification of materials at site.
- Cable dressing / tagging etc.
- Panel earthing
- Removal of related debris and cleaning of area
- Any other minor work for satisfactory completion of contract

C) MAN POWER:

Supervisor, Electricians/Technicians with Helper and Welder/Fitter with Helpers are to be provided to assist BHEL site engineer during Dismantling of Existing panel and Erection of New Panel, Testing, Modifications and commissioning of SES System.

D) SUPPLY OF MATERIALS:

Consumables for cable laying & termination such as, ferrules (Printed), lugs (Snap- on type 1.5 & 2.5 Sq. mm size, Ring type (M4 size) small ring Size 1.5 & 2.5 Sq. mm size, tubular, Pin type etc.) cables ties, tags, clamps, Cable Glands -Sizes and quantities as required etc. as per requirement to be procured and used by the Contractor at no extra cost to BHEL.

E) All tools & tackles required for carrying out the erection and commissioning work to be arranged by the Contractor including the following instruments:

- i) Digital multi-meter – 1 no.
- ii) Tong Tester 0-5A – 1 No.
- iii) Ferrule Printing Machine-1 set (Includes printing ribbon)
- iv) Hole saw cutter for mounting Push buttons/lamps/gland plate holes (up to 50mm)
- v) PVC Ferrules printing tube (White/Yellow) as required. Minimum length required is mentioned below:
 - a) Tube size – 6.0 mm ID -2 mtrs
 - b) Tube size – 5.0 mm ID -2 mtrs
 - c) Tube size – 3.5 mm ID -7 mtrs
 - d) Tube size – 3.0 mm ID -8 mtrs
- vi) Spanner/Wrench (D & Ring) set – Up to 32 mm size
- vii) Wire cutter – 2 nos.
- viii) Screw Driver – 1 set consisting of different sizes (slotted, Phillips, Hex, Hex socket etc.)
- ix) Punching bits (Alphabets A to Z & Number 0-9) – 1 set each
- x) Hand crimping tools of good quality for cable lugs – 2 nos. (Up to 16 Sq.mm ring type lugs) & 1 no. for Tubular types lugs up to 6 sq.mm
- xi) Nose Pliers, Cutting pliers etc. – 1 set
- xii) Drilling machine with drill bits – 1 set (Bit size up to 12mm)

Signature and Seal of the Bidder



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- xiii) Grinding / cutting machine – 1 set (with cutting & grinding wheels as required)
 - xiv) Knife for Cable sleeve removal & glanding
 - xv) Mini Hacksaw – 1 no. with saw blades
 - xvi) Heat Shrinkable sleeves (30mm size – 2 mtr) & Hot air gun – 1 No.
 - xvii) Soldering Iron (30 or 40 Watt) with soldering lead & soldering paste – 1 set
 - xviii) Spanners, Allen key and screw driver set
 - xix) Electrician Tool Kit – 1 Set (min)
 - xx) OFC Splicing, OTDR Testing and Terminations on Both ends shall be arranged by the bidder

Note: Tools operated with electrical supply should be with body grounded and fitness certificate with validity to be pasted on the equipment. The tool list mentioned above are indicative only, however contractor has to meet the actual site requirement.

Security of all the materials (Tools and Tackles) during erection of the equipment till the commissioning is in the scope of Contractor. Any damage due to improper handling/ misplacement/ loss of material during the job execution will be recovered from the Contractor in full.

Any other associated minor works required for the satisfactory completion of erection and commissioning of the system is in the scope of the Contractor even if it is not exclusively mentioned in the scope of work.

Being shutdown job, this work has to be completed within 10 days or in line with NTPC TELEGANA program/schedule for unit shut down and re-synchronizing of the Unit.

The Contractor should be able to depute required manpower immediately as desired by BHEL /Customers Engineer's intimation and when the job is taken up.

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SECTION - 3
SCHEDULE OF PRICE

BHEL EDN BANGALORE CE-Ext Services PROJECT : Work for Cable Laying, Installation and Commissioning of DDCMIS Panel as RTU for Implementation of AGC between Switch yard and Unit Control Room				
ITEM DESCRIPTION	UOM	QTY	UNIT PRICE (Excl of GST)	TOTAL PRICE (Excl of GST)
<i>DDCMIS PANEL (Panel is in two panels per suite formation. Work includes Shifting from Stores to CCR of Unit-01 , minor Civil works like preparation of floor cut-outs and foundation pockets for panels, cubicles installation at Control Equipment Room (CER) in Main plant , Alignment, welding to the base frame, earthling etc.) This includes Minor civil works for final adjustment of floor cut-outs and foundation pockets etc (Dimensions - L X B X H: 750 X 1500 X 2100 mm) - Approximate weight = 800 Kg. Providing Manpower Support during Commissioning</i>	NO.	1		
Laying of OFC Cable (Two Runs) in HDPE Pipe from Switch Yard to Unit-01 RTU Panel , and Unit-01 to Unit-02. Splicing, OTDR Testing and Terminations on Both ends on LUMP SUM BASIS	Mtr	4000		
Laying of Copper Cable (Two Runs) from HMI in Shift In charge Room to Unit-01, and Unit-01 RTU to Unit-01 DCS and Terminations on Both ends in LUMP SUM BASIS and Providing Manpower Support during Commissioning	Mtr	500		

Signature and Seal of the Bidder



BHARAT HEAVY ELECTRICALS LTD. TENDER REF CE/ES/2023-24/AGC/EnC/TLG/SJDB
ELECTRONICS DIVISION, BANGALORE

DATE: 19-02-2024

OPENING DATE: 04-03-2024

Installation of HMI (EWS cum OWS) and Connecting to Switches and Providing Manpower Support during Commissioning	No.	1		
Total Price (Excl of GST)				
Total Price (incl of GST)				
SCOPE INCLUSION: <i>Mobilization and Demob Charges, Lodging and Boarding at Site shall be considered in the Offer Price. Deployment of Manpower in the form of Skilled Technician and Semi Skilled Helpers shall be in scope of the bidder for Erection and Commissioning Support till completion.</i>				

Bidder to Quote against Individual Line Items

GST Registration No (If Applicable) _____

*GST Rate @ _____ (%) PERCENTAGE. GST AMOUNT ON (A): Rs. _____

TOTAL AMOUNT (INCLUDING GST) IS: Rs. _____

Signature and Seal of the Bidder

Regd. Office: BHEL House, Siri Fort, NEW DELHI – 110049

Website: www.bhel.com



SECTION 5
SPECIAL CONDITIONS OF CONTRACT

The work is to be executed at NTPC TELENGANA. The Contractors shall get themselves familiar with the site and nature of job in advance where the works is to be executed before quoting their rates.

1. Contractors with erection experience in erection of panels, cable laying & termination work can quote for this job.
2. Apart from GST, any other govt. taxes as applicable from time to time shall be borne by the Contractor.
3. The Contractor shall arrange to obtain valid gate passes for his men and equipment's from the concerned authorities.
4. No man / material / equipment not covered by valid gate pass shall be permitted within the power station area and no material / equipment shall be permitted to be taken out of the power station unless authorized by concerned authority. The Contractor shall be held fully responsible for any delays / losses / damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
5. Carrying / striking of matches, lighters or smoking or other acts which may cause fire hazards in the restricted area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas etc. is strictly prohibited.
6. In the prescribed areas of power station, no hot work such as welding, gas cutting etc., which may cause fire hazards shall be carried out unless valid gas safety / fire permit is obtained from the BHEL site Engineer and necessary precautions are taken to avoid any risk of fire hazards.
7. The Contractor shall compulsorily provide Personal Protective Equipment's (PPE's) to his employees as per the NTPC TELENGANA safety standards/guidelines & in the event of his not providing the same by date specified by Customer or as mentioned in contract, it will be provided by BHEL/ NTPC TELENGANA - at Contractor's risk and cost of the same will be recovered from the bill/s.
8. All necessary personal safety equipment as considered adequate by the BHEL site Engineer or the safety officer of NTPC TELENGANA should be made available at Contractor's cost for use by the persons employed at the site and be maintained in a

Signature and Seal of the Bidder



condition suitable for immediate use. The Contractor should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.

9. The Contractor shall obtain permission from appropriate authority / license if required under any applicable law regulations for engaging labors for execution of the work and observe all terms and conditions of the said authorization / license.
10. The Contractor shall comply with the provision of all applicable labor legislation / Acts pertaining to payment of wages and shall pay his workers' wages not less than minimum as applicable in NTPC TELEGANA premises.
11. The Contractor has to make his own arrangement for T&P safety appliances and consumables required for the above job.
12. The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.
13. Any person below the age of 18 years shall not be deployed for the work.
14. The Contractor shall be required to pay full wages to the workers as per prevailing rules.
15. If the Contractor fails to deploy required numbers of labors as per the terms of contract, then recovery @ double the minimum wages of unskilled labour shall be effected for number of labors less than the specified requirement, if not specially mentioned otherwise.
16. The Contractor has to comply with the safety requirement of the NTPC TELEGANA premises.
17. The Contractor shall possess "**Independent PF code & ESI code**". Contractor has to observe all formalities as per PF & ESI act or Workmen Compensation Insurance, as applicable.
18. The Contractor shall be liable to comply with provisions under the various labour legislations. Besides other obligations under the labour legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief labour commissioner, Provident fund under the Provident Fund Act, compensation under the workmen compensation Act, Retrenchment compensation etc. The Contractor shall indemnify BHEL / NTPC TELEGANA

Signature and Seal of the Bidder



against all claims, damages and compensations on account of his failure to comply with statutory provisions.

19. The Contractor shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
20. In case of any conflict amongst the various drawings and other tender documents, the decision of the BHEL site Engineer shall be final and binding.
21. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Contractor arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL-EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.
22. It would be the responsibility of the Contractor to give weekly off and other holidays to their employees as applicable at the place of working (NTPC TELEGANA).
23. As per NTPC TELEGANA statutory requirement, the Contractor and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property. **Contractor shall also take workmen compensation insurance cover for the workers employed by him at his own cost.**
24. No complaints from Contractor's workmen with regard to nature of work entrusted or place of work will be entertained.
25. The Contractor or his authorized representative shall be available at plant site daily for receiving necessary instructions from Engineer –In-Charge, BHEL and to carry out the work accordingly.
26. The Contractor should note that the labor under their contract will be working in the vicinity of running equipment's and they should give proper instructions to all the workers under their control to be careful so as to avoid any accidents.
27. The Contractor is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.
28. BHEL site engineer reserves the right to deduct / recommend for deduction a suitable amount from the contractor's bills for poor workmanship / for improper or insufficient

Signature and Seal of the Bidder



tools / for supply of insufficient manpower during E&C work / consumables etc. at his sole discretion.

29. For this Procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of Contract/WO against this NIT.

30. **INSURANCE**

32.1 BHEL / its Customer shall arrange for insuring the materials / property of BHEL / its Customer covering the risks during transit, storage, erection and commissioning.

32.2 It shall be the sole responsibility of the Bidder to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The Bidder shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the Bidder.

32.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the Bidder shall pay necessary compensation and other expenses, if so, decided by the appropriate authority.

32.4 The Bidder will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or Customer. For lodging / processing of insurance claim the Bidder will submit necessary documents. BHEL will reserve the right to recover the loss from the Bidder, in case the damage / loss is due to carelessness / negligence on the part of the Bidder. In case of any theft of material under Bidder's custody, matter shall be reported to police by the Bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.

32.5 If due to negligence/ carelessness on the part of the Bidder, any material/ equipment gets damaged, the Bidder shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the Bidder.

Signature and Seal of the Bidder



32.6 If due to negligence/ carelessness on the part of the Bidder, any surrounding properties also get damaged, the Bidder shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the Bidder.

32.7 The Bidder may note that BHEL T&Ps / IMTEs are not insured. The Bidder will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL.

In case the damage / loss is due to carelessness/ negligence on the part of the Bidder, the Bidder is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the Bidder.

33.0 STRIKES AND LOCKOUTS

33.1 The Bidder will be solely responsible for all disputes and other issues connected with his workmen. In the event of Bidder's workmen resorting to strike or the Bidder resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the Bidder.

33.2 For any purpose whatsoever, the employees of the Bidder shall not be deemed to be in the employment of BHEL

34.0 FORCE MAJEURE

34.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the Bidder has no control.

34.2 If the Bidder 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 Bidder immediately reports to BHEL in writing the causes for the delay but the Bidder shall not be eligible for any compensation on this account.

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35.0 LIQUIDATED DAMAGES (LD):

For delay in completion of shutdown work beyond stipulated time as per customer program/schedule for unit shut down and re-synchronizing of the unit, for reasons attributable to the Contractor, the LD shall be applicable at the rate of ½% of the Contract value per week of delay or part thereof limited to a ceiling of 10% of the Contract Value.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITION

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of BHEL Engineer In-Charge or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

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2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the BHEL Engineer In-Charge. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. SECURITY DEPOSIT (SD):

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

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Modes of Deposit:

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

- i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon. NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, 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.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

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The claim period for Bank Guarantee shall be kept three months after the contract end date. Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) 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 from the bills along with the interest"

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

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6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

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- 3.The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4.BHEL Engineer In-Chargeshall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act1948 and other relevant Acts and rules framed, there under from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.

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10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. **"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".**
12. ***"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

13 PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14 DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL Engineer In-Charge and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15 LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

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BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any

act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without prior permission of BHEL before Start of Work.

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- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the BHEL Engineer In-Charge) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by BHEL Engineer In-Charge or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by BHEL Engineer In-Charge whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL Engineer In-Charge or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by BHEL Engineer In-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by BHEL Engineer In-Charge or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by BHEL Engineer In-Charge whose decision shall be final and conclusive.

- Remobilization Charges (if required): Rs 100,000/-

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One-time Mobilization and demobilization charges shall be considered in quoted prices. Once mobilised on the site if during the course of work any interruptions of work exceeding one week occurs for reasons not attributable to contractor.

2. Idling charges (if required): Rs 100,000/-

Idling period charges beyond 3 days due to delays that are not attributable to contractor are to be paid extra on certification of site in-charge / site engineer

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out BHEL Engineer In-Charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

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24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by BHEL Engineer In-Charge at his discretion subject to prompt notification by the contractor.

25. 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 Head of the **BHEL-EDN, Bengaluru**.

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 there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

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 **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) 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

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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 the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

26. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

27. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in

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this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> “supplier registration page”.

31. RISK PURCHASE:

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

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

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

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

Signature and Seal of the Bidder



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

32. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

33. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL Engineer In-Charge and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

“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.

A. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923”

Signature and Seal of the Bidder



SECTION- 6

(Preferably to be submitted on Bidders Letter Head)

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE
KNOWLEDGE OF SITE CONDITIONS**

We hereby declare and confirm that we have visited the project site under the subject namely
.....

.....and acquired full knowledge about the site conditions, wage
structure, Industrial climate and total work involved.

We further confirm that the above information is true and correct and we will not raise any claim of
any nature due to lack of knowledge of site condition.

Bidder's Name and Address.

Place: (Signature of the Bidder With stamp)

Date:

Signature and Seal of the Bidder



SECTION- 7

NON-DISCLOSURE AGREEMENT

(Preferably to be submitted on Bidders Letter Head)

Memorandum of Understanding

BHEL EDN is committed to Information Security Management System as per Information Security Policy.

M/s....., providing.....service to BHEL EDN Bangalore hereby undertake to comply with the following in line with Information Security Policy of BHEL EDN Bangalore.

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

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

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

Signature and Seal of the Bidder



SECTION- 8

NO DEVIATION CERTIFICATE

(Preferably to be submitted on Bidders Letter Head)

FORMAT OF UNDERTAKING

REF:

Date:

To
Bharat Heavy Electricals Limited
Electronics Division
Mysore Road
Bangalore 560 026

TENDER Ref. No.: CE/ES/2023-24/AGC/EnC/TLG/SJDB

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content and site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null & void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby confirm our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted our offer in accordance with tender instructions.

Thanking you,

Yours Faithfully

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

Signature and Seal of the Bidder



SECTION- 9

NO-CLAIM NO-DEMAND DECLARATION

(Preferably to be submitted on Contractor's Letter Head)
Format of declaration to be given with Final Bill

Ref:

Date:

To:

BHEL-Electronics Division
PB No.: 2606,
Mysore Road
Bengaluru – 560026

Dear Sir/Madam,

Ref: Your WO NO. _____ Dated: _____

This is to certify that

1. We have made full & final payment (Retrenchment Compensation, one-month notice / notice pay in lieu thereof, payment for un availed portion of EL etc.as applicable) to all our workers and as on today nothing is pending / payable to any worker on account of wage & other benefits.
2. We have complied with relevant provisions of employees provident fund and misc. Provisions Act 1952 and rules made there under and we have deposited up to date PF contribution under PF code No: _____
3. No one was injured / died due to accident during the period of Contract in the execution of work and hence no compensation payment is applicable.
4. No labour payment is pending with us.
5. We hereby certify that the work was completed in accordance with terms & conditions of the said work order / award letter and all the particulars as declared above are true to the best of my knowledge & belief.
6. That in case principal employer BHEL EDN Bangalore is held responsible / liable to pay any amount / penalty charge by an order of the court, arbitrator or authority due to acts or omissions of the Contractor M/s. _____, we hereby undertake to indemnify the principal employer to deduct that amount from our bills payable by you in any other Contract.
7. No other claims against this Contract / Work Order will be made by M/s. _____ on BHEL Bangalore.

Thanking you,

Yours sincerely,

Signature and Seal of the Bidder
