



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
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 R&M – Dismantling of existing installed AVR regulation panel (03 no. s), and associated parts/cable, Erection & Commissioning for THREE UNIT's of new DAVR (Regulation Cubicle) panel at UNIT-3,4,5, GSECL,GTPS, GANDHINAGAR

Tender Enquiry Number: CE/ES/2022-23/01/GSECL-U#3/4/5/DAVR/R&M

Tender Submission Date : 07.10.2022; By 13:00 Hrs.

Tender Opening Date and Time: 07.10.2022; 13:30 Hrs

Sealed tenders in single part are invited for taking up the subject contract work of Erection and Commissioning support of DAVR (Regulation Cubicle) panels. The following details may be carefully studied and considered in responding to the enquiry.

1. The work is to be executed at **UNIT-3,4,5, GSECL,GTPS, GANDHINAGAR**
2. No extension of time will be given for submission of offer under any circumstances.
3. Offer cover shall be super scribed with the “**Tender Enquiry number, due date and time**”.
4. Offer can be sent by post/courier addressed to the **Addl. 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 pdf format protected by Password of bidder's choice with Print Option enabled and the same shall be shared with BHEL (sdbarman@bhel.in and gopal.maurya@bhel.in) on the day of Opening of the bid.

5. The Single Part Bid shall be opened at BHEL-EDN Bangalore **on 07.10.2022 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.
6. The tender is for **THREE** no. s of DVR (Regulation) panel for **THREE Units** (Refer Page 11 of 22)
7. The validity of offer shall be for 90 days from the date of opening of tender.
8. The prices quoted shall be FIRM. No escalation in price/s will be allowed.
9. 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.
10. 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.**
11. The tender is likely to be finalized in a very short time.
12. The bidder is advised to visit the project site to familiarize themselves with the project site conditions.
13. Value of work: (Rs 318,000 * 3 = Rs 954,000/-) **Rs. 9,54,000/-** exclusive of GST.



14. The estimated time for completion of work is around 20 days **or** in line with GSECL program/schedule for unit shut down and re-synchronizing of the unit **for Each Unit**, whichever is **later**.
15. Advance payment and interim payment will **not** be paid to the Contractor.
16. 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,

Yours Faithfully,
For & On behalf of BHEL-EDN

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 panels, cabling, Glanding, ferruling & termination”** are only eligible to participate.

Supporting documents like work completion certificates or work orders to be submitted along with the offer documents.

5. EARNEST MONEY DEPOST (EMD)

- a. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
- b. Benefit shall be given to bidders with MSME/NSIC Certification regarding waiver of EMD for this tender on Submission of Valid Documents.
- c. An amount of **Rs. 19080.00/- (INDIAN RUPEES NINETEEN THOUSAND EIGHTY ONLY)** towards **‘Earnest Money Deposit’ (EMD)** in the form of Banker’s Cheque/ Pay order/ crossed **DEMAND DRAFT** drawn in favor of **“Bharat Heavy Electricals Limited”** payable at Bangalore shall be sent along with the bid

(OR)

EMD in the form of **SBI collect (online payment)** is also acceptable.

EMD in any other form will not be accepted. Step by Step procedure for SBI Collect is shown below.

SBI E-Collect Payment procedure Steps:

- i. Click on the link: <https://www.onlinesbi.com/sbicollect/collecthome.htm>
- ii. Agree the terms and condition click on proceed
- iii. Choose State of Corporate: **KARNATAKA**
- iv. Type of Corporate: **PSU – PUBLIC SECTOR UNDERTAKING**
- v. Select Industry: **BHARAT HEAVY ELECTRICALS LTD.**
- vi. Select Payment category: **OTHERS**
- vii. Select Sub-category: **EMD**
- viii. Fill the necessary information.
- ix. Make the payment through any net banking/Debit card.

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x. Download Receipt keep it for reference (**Copy to be forwarded to BHEL with bid**)

- d. EMD shall not carry any interest.
- e. EMD by the tenderer will be forfeited if after opening the tender, the tenderer revokes his tender within the validity period or increases the rates w.r.t earlier quoted rates.
- f. EMD by tenderer will be forfeited if the tenderer fails to deposit the required security deposit or does not commence the work within the period as per LOI / contract.
- g. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer & tenderer should have submitted required formats (NEFT form certified by Bank Manager in original) for EFT mode of payment along with a crossed cancelled Cheque.
- h. EMD of the successful bidder will be adjusted to security deposit (SD) partly.
6. **Security deposit @ 5% of the contract value (including 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.
7. The Bidder shall submit Security Deposit within 15 days from the date of issue of LOAWO or before commencement of work, whichever is earlier.
8. The security deposit shall not carry any interest.
9. 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.
10. 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.
11. 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.
12. The Contractor shall mobilize his men, materials, tools & tackles to site immediately from the date of intimation from BHEL or release of LOI / WO.
13. 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.
14. 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.

Signature and Seal of the Bidder



15. Bidder shall return one set of this tender documents with each page duly signed & stamped by them to BHEL along with their offer.
16. **Work Schedule:** The work may be taken up as and when Customer/ gives the shutdown and the work shall be completed as per the BHEL's/ 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 GSECL-GTPS program/schedule for unit shut down and re-synchronization of the unit, whichever is later.
17. **Payment term:** 100% payment (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.
18. **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.
19. No claim & no demand certificate to be submitted along with the invoice for payment.
20. GST, if applicable, shall be paid extra. A copy of GST registration certificate shall be enclosed with the offer.
21. 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.
22. Price quoted by the bidder is fixed and no Over Run Charges and Price Variation Clause is Applicable.
23. **Goods and Services Tax (GST):**
- BHEL EDN GSTN for this job is **29AAACB4146P1ZB**. All invoices to contain BHEL EDN GST No.
 - The Bidder shall mention Bidder's GSTN number in all quotations and Invoices submitted (if applicable).
 - The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted (if applicable).
 - 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.
 - Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
 - 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.

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- 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.

24. **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.

Signature and Seal of the Bidder



INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "**The Principal**", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART **and**

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs),

who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason.

The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption.

The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

Signature and Seal of the Bidder



2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

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Signature and Seal of the Bidder



Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process, all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is

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independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

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10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal) (Office Seal)

For & On behalf of the Bidder/ Contractor

Place _____

Date _____

Witness: _____

Witness: _____

(Name & Address) _____ (Name & Address) _____

Signature and Seal of the Bidder

SECTION 2 SCOPE OF WORK

WORK OF Dismantling of old AVR panel, Erection work & Commissioning support for THREE UNITS of new DAVR (Regulation Cubicle) panel at UNIT-3,4,5, GSECL,GTPS, GANDHINAGAR

A) SCOPE OF WORK

Sl. No	DESCRIPTION OF JOB
1	DISMANTLING OF EXISTING INSTALLED AVR REGULATION PANEL (03 NO.S) IN UNIT-3,4,5 AND ASSOCIATED PARTS/CABLE ETC TO AN EXTEND AS REQUIRED (INCLUDING DISCONNECTION OF EXISTING POWER AND CONTROL CABLES) AND SHIFTING TO CUSTOMER DESIGNATED PLACE / STORE.
2.	INTERNAL WIRING MODIFICATIONS IN FF, FB AND THYRISTOR PANEL.
3.	SHIFTING OF NEW DAVR-REGULATION CUBICLE (SUITE OF 2 PANELS) FROM STORAGE PLACE TO THE PLACE OF ERECTION, INSTALLATION OF CUBICLES.
4.	LAYING OF PRE-FABRICATED CABLE WITH CIRCULAR POLE CONNECTORS, TRI-AXIAL PULSE CABLES BETWEEN REGULATION, FIELD FLASHING AND THYRISTOR (EXISTING) PANELS. OTHER NECESSARY CABLES LAYING, RE-ROUTING OF CABLES IN BETWEEN THE PANELS IF REQUIRED. REMOVAL OF CABLES INCLUDE FIRE BARRIER AT ENTRY OF CABLES & CLOSING AFTER COMPLETION OF CABLE TERMINATION WORK.
5.	DRILLING OF HOLES IN THE GLAND PLATE, GLANDING OF CABLES AND TAGGING OF METALLIC CABLE TAGS. INTERCONNECTION OF ALL CABLES (POWER, TRIAXIAL, PRE-FABRICATED AND CONTROL CABLES), LAYING OF NEW CABLES (IF REQUIRED). TERMINATION WORK & SUPPLY OF CONSUMABLES LIKE FERRULES (PRINTED/HARD), LUGS, GLANDS (DOUBLE COMPRESSION) FOR TERMINATIONS. EXCITATION PANELS EARTHING ETC.
6.	PROVIDING MAN POWER DURING PRE-COMMISSIONING AND COMMISSIONING CHECKS/TILL THE COMPLETION OF WORK. BASIC TOOLS AND TACKLES REQUIRED DURING THE TESTING SUCH AS MULTIMETER, SOLDERING IRON, SCREW DRIVER SET, POWER SUPPLY BOARD ETC. REQUIRED FOR SMOOTH CONDUCT OF TESTING OF EQUIPMENT.

Points to be considered during Erection Work:

1. The proposed work shall be carried out one by one manner Unit Wise as per Customers Shutdown Schedule. The contractor shall be permitted to work on only one unit at a time. While the other unit under the scope shall be left intact for generation. Once the erection, commissioning and testing of the permitted unit done successfully and put on load and necessary observation/checking carried out successfully then only other unit shall be made available for the work.

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2. Dismantling of existing BHEL supplied AVR including careful disconnection of cables terminated in these panels/equipment and also return of all dismantled panels to O&M Stores of GTPS except cables which are required to be reconnected in new equipment's/panels.
3. Erection, testing and commissioning of Digital design AVR panels in one by one manner & other associated equipment's complete with all accessories/ features so as to be compatible with the existing excitation system described in this specification and relevant drawing enclosed.
4. The scope of work shall also include checking/tracing of cables and reconnection of cables in the new panels / equipment's which were disconnected from old panels/equipment's.

All works related to installation of new panels, including necessary matching/alignment of panels, its grouting, arrangements for proper cable entries and fixing and termination etc.

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 DAVR 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 (upto 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

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- c) Tube size – 3.5 mm ID -7 mtrs
- d) Tube size – 3.0 mm ID -8 mtrs
- vi) Spanner/Wrench (D & Ring) set – Upto 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)
- 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 mtrs) & 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) 3 phase Variac (5A/15A) - 1 no. each & Rheostat 5A – 3 nos.

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 20 days or in line with GSECL-GTPS program/schedule for unit shut down and re-synchronizing of the unit, as said in point 15 (page 5 of 21).

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

LUMPSUM AMOUNT WORK OF DISMANTLING OF EXISTING EXCITATION SYSTEM AND ERECTION & COMMISSIONING OF NEW DAVR SYSTEM AT **UNIT-3,4,5, GSECL,GTPS, GANDHINAGAR** FOR THREE UNITS

Sl. No	DESCRIPTION OF JOB
1.	DISMANTLING OF EXISTING AVR PANELS – SUITE OF 2 PANELS (INCLUDING DISCONNECTION OF EXISTING POWER AND CONTROL CABLES) AND SHIFTING TO CUSTOMER DESIGNATED PLACE / STORE.
2.	INTERNAL WIRING MODIFICATIONS IN FF, FB AND THYRISTOR PANEL.
3.	SHIFTING OF NEW DAVR-REGULATION CUBICLE (SUITE OF 2 PANELS) FROM STORAGE PLACE TO THE PLACE OF ERECTION, INSTALLATION OF CUBICLES.
4.	LAYING OF PRE-FABRICATED CABLE WITH CIRCULAR POLE CONNECTORS, TRI-AXIAL PULSE CABLES BETWEEN REGULATION, FIELD FLASHING AND THYRISTOR (EXISTING) PANELS. OTHER NECESSARY CABLES LAYING, RE-ROUTING OF CABLES IN BETWEEN THE PANELS IF REQUIRED. REMOVAL OF CABLES INCLUDE FIRE BARRIER AT ENTRY OF CABLES& CLOSING AFTER COMPLETION OF CABLE TERMINATION WORK.
5.	DRILLING OF HOLES IN THE GLAND PLATE, GLANDING OF CABLES AND TAGGING OF METALLIC CABLE TAGS. INTERCONNECTION OF ALL CABLES (POWER, TRIAXIAL, PRE-FABRICATED AND CONTROL CABLES), LAYING OF NEW CABLES (IF REQUIRED). TERMINATION WORK & SUPPLY OF CONSUMABLES LIKE FERRULES (PRINTED/HARD), LUGS, GLANDS (DOUBLE COMPRESSION) FOR TERMINATIONS. EXCITATION PANELS EARTHING ETC.
6.	PROVIDING MAN POWER DURING PRE-COMMISSIONING AND COMMISSIONING CHECKS/TILL THE COMPLETION OF WORK. BASIC TOOLS AND TACKLES REQUIRED DURING THE TESTING SUCH AS MULTIMETER, SOLDERING IRON, SCREW DRIVER SET, POWER SUPPLY BOARD ETC. REQUIRED FOR SMOOTH CONDUCT OF TESTING OF EQUIPMENT.
A	BASIC LUMPSUM CHARGES PER UNIT WORK (EXCL OF GST) in Rs
B	BASIC LUMPSUM CHARGES FOR THREE UNITS (EXCL OF GST) in Rs

GST Registration No (If Applicable) _____

*SAC Code: _____

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

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

TOTAL AMOUNT (INCLUDING/GST) FOR THREE UNITS : Rs. _____

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SECTION 5 SPECIAL CONDITIONS OF CONTRACT

The work is to be executed at **UNIT-3,4,5, GSECL,GTPS, GANDHINAGAR** 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 GSECL-GTPS 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/ GSECL-GTPS 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 GSECL-GTPS should be made available at Contractor's cost for use by the persons employed at the site and be maintained in a 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.

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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 GSECL-GTPS 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 labor 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 GSECL-GTPS 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 labor legislations. Besides other obligations under the labor legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief labor commissioner, Provident fund under the Provident Fund Act, compensation under the workmen compensation Act, Retrenchment compensation etc. The Contractor shall indemnify BHEL / GSECL-GTPS 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

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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 (GSECL-GTPS)
23. As per CSPGCL-HBHPs 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 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

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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.

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

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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.

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/2022-23/01/ DAVR/ GSECL-U#3/4/5/DAVR/SJDB **Dated: 27/09/2022**

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 labor 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 of the Contractor

Signature and Seal of the Bidder