



ભારત્ભી હેવી ઇલેક્ટ્રિકલ્સ લિમિટેડ
ભારત હેવી ઇલેક્ટ્રિકલ્સ લિમિટેડ

BHARAT HEAVY ELECTRICAL LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

ELECTRONICS DIVISION

P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026.

NOTICE INVITING TENDER (NIT)

SINGLE PART OPEN TENDER

TENDER REF NO: CE/ES/2021-22/02/NTPC GADARWARA/EnC/SJDB Date: 19/07/2021

Detail of Work:- Work Of Cable Shifting, Laying and termination and Providing Manpower Support during Commissioning, LVS and Accessories Shifting from Stores to Control Room and Erection Work and Impulse Line Painting Work at NTPC GADARWARA 2 X 800 MW DIST. NARSINGHPUR, M.P-487551

TENDER DOCUMENT TO BE DOWNLOADED FROM WEBSITES, www.bhel.com,

All corrigendum, addendum, amendments, time extensions, clarifications, etc. (if any) to the tender will be hosted on www.bhel.com website only. Bidders should regularly visit websites to keep themselves updated.

Total Number of pages including Cover page. 61

BHEL EDN GST NO: 29AAACB4146P1ZB

Due Date and Time for Bid Submission: 19/07/2021, 13:00Hrs.

Date and Time for Bid Opening: 28/07/2021, 13:30 Hrs.

IMPORTANT NOTE

BIDDER IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCIES TIMELY FOR CORRECTIVE ACTION, TO THE ISSUING AUTHORITY, BEFORE THE BIDS ARE SUBMITTED. PRINTED COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL



Sealed offers under Single part bid system are invited from competent contractors, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents. No sale of Bid documents will be done. The Bidder shall download the Bid document from website: www.bhel.com and shall return the duly filled in Tender Document in pdf format after affixing Signatures and Seal on all pages.

TENDER REFERENCE NO & DATE	CE/ES/2020-21/02/NTPC GADARWARA/ EnC /SJDB Date: 19/07/2021
Name of Work	Work Of Cable Shifting, Laying and termination and Providing Manpower Support during Commissioning, LVS and Accessories Shifting from Stores to Control Room and Erection Work and Impulse Line Painting Work AT 2 X 800 MW NTPC GADARWARA DIST.: NARSINGHPUR, MADHYA PRADESH- 487551
Period of Work	Six Months from the date of LOA/WO/ Start of work
Tender Type	Open Tender (Single Part Bid)
PLACE OF WORK	2 X 800 MW NTPC GADARWARA DIST.: NARSINGHPUR, MADHYA PRADESH- 487551
Earnest Money Deposit (EMD)	Rs 21,774/-
Estimated Value of the Work	Rs 10.88 Lac Exclusive of GST, GST Payable Extra.
DUE DATE & TIME OF TENDER OPENING	28/07/2021, 13:30 Hrs.
CONTACT PERSONS	Mr. S DEBBARMAN Sr. Manager/ Mobile: +919886128680 Mr. G.G Maurya DGM/ Mobile: +919449869597
Address for Submission of completed Tender	Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier/Scanned pdf so as to reach the office of Offer inviting Authority Mr. S DEBBARMAN DGN, CE- EXTERNAL SERVICES 5TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION mysore road, bangalore



KARNATAKA. PIN – 560 026	
Contact Details for Queries related to this tender.	Phone: +91 – 80 – 26998949, +919886128680/ +91-80-26998605, +919449869597 e-mail: sdbarman@bhel.in / gopal.maurya@bhel.in

Sealed Single-part offer is invited against the subject tender enquiry for the work of Cable Shifting, Laying and termination and Providing Manpower Support during Commissioning, LVS & accessories material shifting from stores to control room and Erection Work and Impulse Line Painting Work. The following may be noted.

1. The Offer may be sent by post/courier/Password protected pdf to the following address to reach before the tender due date and time.

**Mr. S DEBBARMAN / DGM,
EXTERNAL SERVICES DEPARTMENT, NEB 5TH FLOOR,
BHARAT HEAVY ELECTRICALS LTD
ELECTRONICS DIVISION,
P.B. NO. 2606, MYSORE ROAD,
BANGALORE – 560026.
PH: 080-26998949, 9886128680
E-Mail: sdbarman@bhel.in**

2. The offers received in time, will be opened at BHEL-EDN, Bangalore on **28/07/2021** at 13:30 hours in the presence of those bidders who wish to be present. Offers received after tender closing date & time will not be considered.
3. The Duration of Work shall be for a period of 6 (Six) months.
4. The validity of offer shall be for 90 days from the date of opening of the bid.
5. The requests for extension of due date will not be considered.
6. This tender document comprises of “Procedure for submission of Sealed Tender” followed by four sections –

**SECTION-1: INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT +
GCC**

SECTION-2: SCOPE OF WORK & PAYMENT TERMS

SECTION-3: ANNEXURE-1 TO 9

SECTION-4: SCHEDULE OF PRICE

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The Bidders must submit their tenders in one sealed covers containing **Earnest Money Deposit and Technical cum Price Bid as** Section - 1, 2, 3 and 4 of tender document issued by BHEL (Page Nos. 1 to 61) duly filled, signed and stamped in all pages by Bidder with The EMD of Rs 21,774/- in prescribed format should be submitted as “single part bid” in a **sealed envelope** prominently super scribed as follows:

OR

Tender Document can also be electronically submitted in the form pdf format protected by Password of bidder's choice and the same shall be shared with BHEL on the day of Opening of the bid.

CE/ES/2021-22/02/NTPC GADARWARA/EnC/SJDB Date: 19/07/2021

Tender Opening Date and Time: 28/07/2021, 13:30 Hrs.

SECTION-1:

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

1. The offer shall be submitted as a 'Single part bid' as described in Page No.: 4.

Tender Enquiry Number: CE/ES/2021-22/02/NTPC GADARWARA/EnC/SJDB Date: 19/07/2021

2. **Tender Opening Due Date and Time: 28/07/2021 13:30 HRS**
3. **The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.**
4. **No Splitting of Work specified in this Tender is allowed.**
5. All the sections of this tender document may be carefully and thoroughly read and understood before submitting the offer. Bidder shall return one set of these tender documents after affixing signature and seal in all the pages along with the offer.
6. No accommodation will be available for the bidder inside NTPC GADARWARA Township. Bidders have to arrange their own accommodation outside NTPC GADARWARA Township. To and fro transportation for their men and materials for the execution of work shall be the sole responsibility of the bidder.
7. All declarations as per annexures (Annex-1 TO 9) should be submitted by the bidder.
8. The bidder shall mobilize his men, materials, tools & tackles to site within 7 days from the date of intimation from BHEL or release of LOA/WORK ORDER.
9. The work involves Work of Cable Shifting, Laying and termination and Providing Manpower Support during Commissioning, LVS & accessories material shifting from stores to control room and Erection Work and Impulse Line Painting Work at BHEL EDN Site at NTPC Gadarwara.
10. An amount of Rs 21,774/- towards 'Earnest Money Deposit' (EMD) in the form of Pay Order /Demand Draft in favor of 'Bharat Heavy Electricals Limited' payable at Bangalore/ SBI Collect (Refer Page No. 15) shall be submitted by the bidder along with the sealed offer.
11. **Benefit shall be given to MSME/NSIC regarding waiver of EMD for this tender.**
Bidder can avail the intended benefits only if they submit along with the offer,

attested copies of either UAM Certificate OR EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.

12. The EMD shall not carry any interest and the EMD of successful bidder shall be converted and adjusted towards part of Security Deposit.
13. The EMD of the unsuccessful bidders will be returned within 15 days from the date of award of work to the successful bidder.
14. **SECURITY DEPOSIT: The total amount of security deposit shall be 3 % of the contract value including GST**
15. Upon acceptance of tender, the Successful Bidder must deposit at least 50% of the amount of Security deposit (including GST) within the time specified in the Letter of Award or Work Order before commencement of work.
16. The successful bidder has options to pay the Security Deposit (SD) amount by pay order/ demand draft / Securities like NSC /Bank Guarantee / Fixed Deposit Receipt/SBI Collect etc. as per BHEL's policy before commencement of work.
17. Security deposit can also be recovered at the rate of 10% progressively from the running bills. However in such cases, at least 50% of the security deposit should be deposited before the start of the work and balance 50 % will be recovered from the Running Bills.
18. The security deposit shall not carry any interest.
19. If the value of work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and the additional security deposit will be immediately deposited by the successful bidder or recovered from payments due to the contractor from Monthly bills (RAB).
20. **SD REFUND:** 50% of the Security Deposit amount will be returned after 30 days from the date of submission of final bill on certification by BHEL Site Engineer & on receipt of



required declaration forms for release of SD. Balance 50% will be refunded after settlement of final bill and production of “No claim/No Due Certificate” as in Annexure-8 duly certified by BHEL Engineer at Site.

21. The Bidder shall submit a certificate to BHEL declaring that the Bidder has complied with all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract and provide relevant documents as proof.
22. In addition to the local laws and regulations the bidder shall also comply with the prevailing **Minimum Wages Act at NTPC GADARWARA**. The Payment of Wages Act and the rules made there under in respect of labour currently employed on or connected with the contract shall be followed.
23. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per Section-3 (Annexure- 3)
24. The work will be taken up immediately and the work shall be completed as per the BHEL's requirement.
25. The Bidders shall get themselves familiar with the site and nature of job in advance where the work is to be executed before quoting their rates.
26. All the workers / staff deployed by bidder for this work must be covered by Workmen Compensation Insurance Policy.
27. The Bidder shall arrange to obtain valid gate passes for their workmen from the concerned authorities at NTPC GADARWARA.
28. Following documents shall be required for making Plant Entry gate-pass of the workers / staff at NTPC GADARWARA Site Office-
 - a) Copy of Work order
 - b) Workmen Compensation Insurance Policy
 - c) ID Proof (Adhaar / Voter ID / Driving License etc., preferably Aadhaar)
 - d) Police Verification Certificate
 - e) Covid-19 test certificate (as per the SOP requirement of the NTPC GADARWARA / Government)

Above are the documents required for making Gate-pass at the time of release of this NIT. Any additional document / formalities as per the requirement of NTPC GADARWARA / Govt Authorities may have to be arranged by the contractor for making gate passes of its workers.

29. Wage payment to workers / staff shall be done by the contractor on monthly basis directly in to the Bank Account of the workers.
30. PF for workers/ staff deployed by contractor shall be deposited by the contractor on monthly basis as per the prevailing statutory norms.
31. Following documents shall be maintained & submitted by the contractor to BHEL EDN GADARWARA Site Office regarding wage-payment of the workers / staff deployed at NTPC GADARWARA Site of BHEL EDN.
 - a) WCI (Workmen Compensation Insurance Policy)
 - b) Employee Register (complete data base of employees) ,
Wages Register,
Register of Loan/Advance/Fine/Damage/Loss .
Register of Attendance
 - c) PF (Combined challan, ECI, Payment Confirmation Receipt)
 - d) Proof of wage Payment in to workers/ staff Bank Account
32. No manpower 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 Bidder 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.
33. Carrying inflammable materials / striking of matches, lighters or smoking or other acts which may cause fire hazards in the area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas, BHEL stores etc. is strictly prohibited.
34. The Bidder shall compulsorily provide personal protective equipments vis a vis Safety Helmet, Safety Shoes to his employees & in the event of him not providing it will be provided by BHEL at Bidder's risk and cost and same will be recovered from the bill/s of the contractor.
35. All necessary personal safety equipment as considered adequate by the BHEL site Engineer should be made available at Bidder's cost for use by the persons employed at the site and be maintained in a condition suitable for immediate use. The Bidder should also give sufficient

safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.

36. The Bidder 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.
37. The Bidder shall comply with the provision of all applicable labour legislation / Acts pertaining to payment of wages and shall pay his workers' wages not less than minimum as applicable in NTPC GADARWARA STAGE-II plant premises.
38. 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.
39. Any person below the age of 18 years shall not be deployed for the work.
40. The Bidder shall be required to pay full wages to the workers as per prevailing rules.
41. The Bidder has to comply with the safety requirement of NTPC GADARWARA plant premises.
42. **The Bidder shall possess independent PF code. bidder has to observe all formalities as per PF**
43. **The Bidder shall be liable to comply with provisions under the various labour legislations. Besides other obligations under the labor legislations he is required to ensure payment of minimum wages as per Minimum Wages Act applicable inside the NTPC GADARWARA premises during the entire contract period, 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 Bidder shall indemnify M/S BHEL and its Customer M/S NTPC GADARWARA against all claims, damages and compensations on account of his failure to comply with statutory provisions.**
44. The contractor should ensure coverage of its workmen under Pradhan Mantri Jeevan Jyoti Bima Yojna and Pradhan Mantri Suraksha Bima Yojana and furnish proof of Payment of annual premium.

45. If the Contractor or his workmen shall break, deface injure or destroy any part of a building, road, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the Contractor or from his security deposit or any other money due.
46. The Bidder shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
47. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Bidder 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.
48. As per NTPC GADARWARA STAGE-II plant statutory requirement, the Bidder 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. No complaints from Bidder's workmen with regard to nature of work entrusted or place of work will be entertained.
49. The Bidder or his authorized representative shall be available at BHEL Site Office daily for receiving necessary instructions from Engineer-In-Charge, BHEL or its representative and to carry out the work accordingly.
50. The Bidder 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.
51. If required BHEL will ask bidder to furnish an Indemnity Bond on 100 Rs Stamp Paper having such declarations by the bidder which indemnifies BHEL for any liability of wage payments /PF /welfare to Bidder's workers/staff and in case Bidder fails to pay wages/PF/welfare to its workers under above work, BHEL will be free pay to workers from



dues to the bidder from this or any other contract of Bidder with BHEL. The format of such indemnity Bond will be provided by BHEL to bidder at the time of commencement of work and bidder shall submit the same before start of the work.

Note: The term ‘Customer’ means, NTPC GADARWARA

Terms & Conditions of Reverse Auction

Against this enquiry, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. In case of any deviation w.r.t terms and conditions mentioned in this N.I.T, found after opening of Part-I Bid, loading criteria shall be framed and shall be informed to the bidder before Price Bid opening.



9. Reverse auction will be conducted on scheduled date & time.
10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.**
13. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

CHAPTER -1**GENERAL CONDITIONS OF CONTRACT****1. GENERAL INSTRUCTION TO TENDERERS****1.1. DESPATCH INSTRUCTION**

i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages

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

iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.

1.2. SUBMISSION OF TENDERS

1.2.1 The tenderers must submit their tenders as per instructions in the NIT

1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

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

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

1.4 PRICE DISCREPANCY:

1.4.1 Conventional (Manual) Price Bid opening:

i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

vi) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'".

1.4.2 Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

- i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/ Commissions of Govt of India shall not be considered.

1.5. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation
- ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL
- iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.

1.6. DATA TO BE ENCLOSED

The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.

- i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.



iii) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN, GSTIN and place & nature of business to be furnished.

iv) IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.

v) IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). Nature of business carried on by the Company and the provisions of the Memorandum relating thereto.

1.7. AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorised/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

1.8. EARNEST MONEY DEPOSIT

1.8.1 *Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.*

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) Through SBI collect (before tender opening)*
- (iv) No other form of EMD remittance shall be acceptable to BHEL*

1.8.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.*
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.*
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means*

1.8.3 EMD shall not carry any interest.



1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

1.8.5 EMD of successful tenderer will be converted as part of Security Deposit

1.9. SECURITY DEPOSIT

The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.9.1 Modes of Security 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) (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)*
- vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.*

1.9.2 The Security Deposit shall not carry any interest.

1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.9.4 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.



1.10. REFUND OF SECURITY DEPOSIT

50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.

1.10.1 DEFECTS LIABILITY PERIOD:

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.

1.11. BANK GUARANTEES

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.*
- ii) The Bank Guarantees shall be as per prescribed BHEL formats.*
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.*
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL*
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.*
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.*
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).*



1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.***
- b. To split up the work amongst two or more tenderers as per NIT***
- c. To award the work in part if specified in NIT***
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.***

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

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job. The decision of BHEL will be final in this regard.



1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

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

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

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

1.14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.

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

1.15 BHEL Fraud Prevention Policy :

The bidder along with its associate/ collaborators/sub-contractors/ Sub-Vendors/ Consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

CHAPTER-2

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

- i) *BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEWDELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.*
- ii) *“EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Electronics Division, Mysore road, Bengaluru-560026*
- iii) *“COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.*
- iv) *“ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers*
- v) *“SITE” shall mean the places or place at which the plants/equipment are to be erected and services are to be performed as per the specification of this Tender.*
- vi) *“CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.*
- vii) *“CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.*

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

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

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

xi) "LETTER OF INTENT" shall mean the intimation by a Post/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.

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

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

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

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

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

"WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables (like, welding electrodes including alloy steel & stainless steel welding electrodes, Primer, Paints, soldering material, Chemicals for dye penetrant Test, other erection consumables such as tapes, jointing compound, grease, M-seal, Araldite,

petrol , CTC / other cleaning agents, petroleum jelly, insulation tape, PVC sealing compound, sleeves of all sizes, Nylon cable ties of all required sizes, gaskets, cable lugs (up to 2.5 sq.mm cable size) Cable tags, cable sleeves, ferrules , anchor bolts and fasteners M 12 size and below, saddles, jumpers etc. Please note 0.5 sq.mm/other size cable may be required to be lugged if insisted by NTPC. For All Cables Cross ferruling to be done.

xvii) , tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL. "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

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

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

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

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

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

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

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

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

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

xxvii) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract



2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Bengaluru, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract

2.3 ISSUE OF NOTICE

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

2.3.2 Service of notice on BHEL Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post or Email or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.4 USE OF LAND

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.4.1 STORES AND MATERIALS:

The contractor shall, at his own expense, supply all stores and materials required for the contract, other than those which may be provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the Contractor shall be of the best kind as described in the Specifications and the Contractor shall, if required by the Engineer –in- charge furnish him with proof to his satisfaction that the store and materials so comply with the specifications.

The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of the Engineer-in charge, who may reject all stores and materials not corresponding either in quality or character to the approved samples.

In the case of stores provided by BHEL, the Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling & jointing the several parts together as necessary and incorporating & fixing these stores & materials in the work, including all preparatory work of whatever description that may be required, and closing, preparing, loading and returning empty cases or containers to the place of issue without any extra charges.

Contractor is responsible for safe & secure storage of above material.



2.4.2 PATENT RIGHTS:

The contractor shall fully indemnify BHEL, or the agent, servant, or employee of BHEL, against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article/ or part thereof included in the contract.

In the event of any claims being made or action brought against BHEL, or any agent, or servant or employee of BHEL., in respect of any of the matters aforesaid, the contractor shall not apply when such increment has taken place in complying with the specific directions issued by the BHEL but the contractor shall pay any royalties payable in respect of any such use.

2.4.3 WATER :

The contractor shall allow in his tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purpose connected with the work.

In the event of a provision existing in the Tender documents for supply of water on payment by BHEL, water will be supplied from the BHEL supply System, or other sources at any points fixed by the Site Engineer/ Engineer-in-charge on the site of work. The contractor shall make necessary arrangement for lifting, pumping, carrying or conveying the water as required at his own cost. The levy of water charges to be borne by the Contractor in such case shall be specifically mentioned in the Tender documents.

2.4.4 TEMPORARY WORKSHOPS, STORES ETC :

The Contractor shall, during the progress of the work provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, toilets etc., required for the proper and efficient execution of the work. The planning, siting and erection of these building shall have the approval of the Engineer-in-charge and the Contractor shall at all times keep them in a clean and sanitized condition to the entire satisfaction of the Engineer-in-charge.

On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-in- charge.

2.5 COMMENCEMENT OF WORK

2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.

2.5.2 The contractor shall commence the work within seven(07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.

MATERIAL HANDLING AND STORAGE

39.0 All the equipment and material furnished under this contract shall be received from the project stores, sheds/storage yards (any place within site) and transported to erection site and stored (at contractor's stores) in the storage spaces in a manner so that they are easily retrievable till they are erected by the contractor. While drawing / lifting material from BHEL / Customer stores, contractor shall ensure that the balance / other materials are stacked back immediately.

39.1 While BHEL will endeavor to store / stack / identify materials properly in their open / close / semi closed / tarpaulins covered storage yard/ shed (for this separate manpower is sought exclusively for BHEL use), it shall be contractors responsibility to assist (while withdrawing materials only) BHEL in identifying materials well in time for erection, taking delivery of the same, following the procedure indicated by BHEL and transport the material safely to pre-assembly yard/ erection site in time, according to program.

39.2 The contractor shall take delivery of components, equipment from storage area after getting the approval of BHEL Engineer on standard indent forms.

39.3 The contractor shall identify and deploy necessary Engineers/ supervisors / workmen for the above work in sufficient number as may be needed by BHEL, for areas covering their scope.

39.4 All the equipment shall be handled very carefully to prevent any damage or loss. No untested wire ropes/ slings etc. shall be used for unloading / handling. The equipment shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the stores shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site. Test certificates for lifting tackles shall be produced by the contractor before use.

39.5 Contractor shall ensure that while lifting, slings shall be put over the points indicated on the equipment or as indicated in the manufacturer's drawings. Slings/ shackles of proper size shall be used for all lifting and rigging purposes.

All care shall be taken to safe guard the equipment against any damage. In no case piping should be dragged. In case of any damage the cost shall be covered from the contractor.

39.6 Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the equipment. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost to BHEL.

39.7 Contractor shall be responsible for examining all the plant and material issued to him and notify the Engineer immediately of any damage, shortage, discrepancy etc. before they are moved out of the stores / storage area. The contractor shall submit to the Engineer every week, a report detailing all the receipts during the week. However, the contractor shall be solely responsible for any shortages or damages in transit, handling, storage and erection of the equipment once received by him. As the erection work will be spread in different areas / locations of the project, contractor has to arrange sufficient no. of watch/ward personal to avoid any pilferage of material. In case any equipment / material is lost / damaged while in the custody of the contractor, the cost of repair / replacement if any to bring back the equipment in original order shall be deducted from the contractor's bill.

BHEL's decision in this regard shall be final and binding on the contractor.

39.8 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the engineer at any time.

39.9 All the material in the custody of contractor and stored in the open or dusty locations must be covered with suitable weather proof / fire retardant covering material wherever applicable and shall be blocked up on raised level above ground. All covering materials including blocks and sleeper shall be arranged by the contractor at his cost.

39.10 If the material belonging to the contractor are stored in area other than those Earmarked for his operation the engineer will have the right to get it moved to the area earmarked for the contractor at the contractors risk and cost.

39.11 The contractor shall ensure that all the packing materials and protective devices used for various equipment during transit and storage are removed before the equipment are installed.

39.12 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment (drawn by the contractor from BHEL / customer stores) which require indoor storage till the time of their installation. The Engineer will direct the contractor in this regard, which item in his opinion will require indoor storage and the contractor shall comply with Engineer's decision



39.13 The contractor shall ensure that all surplus / damaged / scrap / unused material, packing wood / containers/ special transporting frames etc. are returned to BHEL / NTPC at a place in project area identified by the Engineer. An account will be maintained by the contractor for all such items received and returned to BHEL and duly reconciled before closing of the contract.

39.14 The contractor shall hand over all parts / materials remaining extra over the normal requirement with proper identification tags to the concerned BHEL / Customer or at a place in project area as directed by BHEL Engineer.

2.5.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

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

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.

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

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

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

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

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

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

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



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

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

2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.7 RIGHTS OF BHEL

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

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

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor

- vii) *Persistent disregard to the instructions of BHEL*
- viii) *Assignment, transfer, sub-letting of contract without BHEL's written permission*
- ix) *Non fulfillment of any contractual obligations / non-compliance of statutory requirements*
- x) *In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule*

2.7.3 *To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof*

2.7.4 *To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.*

2.7.5 *To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 35% on all such payments.*

2.7.6 *While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.*

2.7.7 *In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.*

2.7.8 *In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for*

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

2.7.9 LIQUIDATED

DAMAGES/PENAL

TY

COMPENSATION

FOR DELAY:

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:

- *Completion period (as originally stipulated) not exceeding 6 months.@ 1 percent per week*
- *Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week*
- *Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week*

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- *Completion period (as originally stipulated) not exceeding 6 months..... @ 10 percent of anticipated value of work*
- *Completion period (as originally stipulated)Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work*
- *Completion period (as originally stipulated)Exceeding 2 years.....@ 5 percent of anticipated value of work*



The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill

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

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

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

2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 19748, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, , Equal Remuneration Act 1976, The company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labor as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act)as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer



2.8.4 *The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.*

2.8.5 *While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.*

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

2.8.7 *The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.*

2.8.8 *The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.*

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

2.8.10 *All the properties/equipment/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.*

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

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

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



2.8.14 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

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

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

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

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

2.8.20 *The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor. If the work is executed in Factory premises, no hutment will be allowed.*

2.8.21 *The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.*

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

2.8.23 *The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools , plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing , lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.*

2.8.24 *SITE DRAINAGE: All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer- in-charge and at Contractors expense.*

2.8.25 *INSPECTION OF THE WORK: BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.*

2.8.26 *In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract*

- i. For any item of wok required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:*

- ii. Rate as per estimated updated C.P.W.D DSR and loading tender excess (plus or minus) on pro-rata basis for nearest analogous items. For other items rate as per estimated C.P.W.D DSR and loading tender excess(plus or minus)
- iii. If rates are not available in C.P.W.D. DSR, deviated item rates will be derived from market rate with 15% profit and overheads.

2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work . The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.

Monthly progress review between BHEL and Contractor shall be based on the agreed program me as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed. All distribution boards, connecting cables / welding cables, wire ropes, hoses etc. including temporary air/water / electrical connections etc. shall have to be arranged by the contractor at his own cost. Power cables including supply of **the main incomer cable of adequate size (from substation to contractors point approx length 500 mtrs) and associated MCCB etc** of sufficient capacity shall be arranged for the construction power supply requirement of contractor .

2.9.2

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii)BHEL

2.10 TIME OF COMPLETION

2.10.1 Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

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

2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.

2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program

2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and

(iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

2.11.7 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.

2.11.8 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.



2.11.9 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

2.11.10 Payment of ORC shall be regulated as follows:

i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.

ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein

iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities

iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis

2.11.11 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

2.12 QUANTITY VARIATION

2.12.1 **The quoted rates shall remain firm irrespective of any variations in the individual quantities.**

2.13 EXTRA WORKS

2.13.1 All rectifications/modifications, revamping, and reworks required for any reasons not attributable to the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.13.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.



2.13.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.13.4 BHEL retains the right to award or not to award any of the major repair/ rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.13.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/ repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be as per applicable minimum wage act

2.13.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.



i) PVC and ORC will not applicable be for (i) above.

2.14 SUPPLEMENTARY ITEMS

2.14.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

i) *Based on percentage breakup/rates indicated for similar/nearby items*

ii) *In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work*

2.15 STRIKES & LOCKOUT

2.15.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other



agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%

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

2.16 FORCE MAJEURE

The following shall amount to Force Majeure:-

2.16.1 Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

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

2.17 ARBITRATION & RECONCILIATION

2.17.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge.

The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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.

2.17.3 The cost of arbitration shall be borne equally by the parties.

2.17.4 Work under the contract shall be continued during the arbitration proceedings

2.18 PAYMENTS

Payments to Contractors are made in any one of the following forms

2.18.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).*
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.*
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract*
- iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.*

v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

2.18.2 Final Bill

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

- i) ‘No Claim Certificate’ by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc
- iii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

2.19 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.19.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor’s risk and cost, without prejudice to any other rights and recover the same from the balance security deposit.

2.19.2 BHEL shall release the balance security deposit subject to the following

- i) Contractor has submitted ‘Final Bill’
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished ‘No Claim Certificate’ in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the ‘No Demand Certificate’ in specified format

v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

2.20 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

2.21 REVERSE AUCTION/PRICE BID OPENING:

- *BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.*
- *Bids with non-acceptance of reverse auction will be liable for rejection.*
- *Opening of Price Bid at discretion of BHEL.*
- *BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.*

2.22 SUSPENSION OF BUSINESS DEALINGS

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

2.23 OTHER ISSUES

2.23.1 *Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.*

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

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

BHEL may not insist for signing of Contract Agreements in respect of low value and short time period

SECTION-2

SCOPE OF WORK & PAYMENT TERMS

1. Providing adequate manpower services for the **Work Of Cable Shifting, Laying and Termination and Providing Manpower Support during Commissioning, LVS & accessories material Shifting from stores to control room; Shifting and Erection Work and Impulse Line Painting Work.**
The bidder to also provide Manpower services for Forty Man Days for assistance to BHEL EDN/ OEM Engineer during Commissioning of HMS/BHMS System.
2. **Period of Contract:** The contract period initially for 6 Months and if required shall be extended/reduced as required by BHEL, on mutual consent.
3. Though in general manpower required will be depending upon the work load, the man power may vary for some specific period. Bidder to provide man power as required by BHEL Site Engineer(s). The same will be notified to the bidder 10 Days in advance. Any increase / decrease in man day effected will be paid on pro rata basis subject to overall man-month limit set by above clause no-1 & 2.
4. All payments will be released from BHEL-EDN, Bangalore on certification of monthly RA Bills by BHEL site Engineer. This process will take about 30-45 Days approximately after receipt of complete set of documents including statutory requirements pertaining to the RA Bill in question. Bidder to note this and ensure timely payment to its workmen.
5. **Mode of payment to Bidder / Contractor:** Payment will be made by EFT and the charges shall be borne by the Bidder. The Bidder will be required to submit required formats for EFT mode of payment. A copy of the EFT mandate form is to be filled up and duly signed by authorized Bank officer and a cancelled cheque submitted along with this Tender. Return of EMD to unsuccessful bidders will also be through EFT within 15 Days of award of work to the successful bidder.

GST, shall be paid extra. A copy of GST registration certificate shall be enclosed by the Bidder with the offer. Applicable GST Rate with HSN/SAC code, may please be indicated (Annexure-1) GST payment will be made only if data is uploaded by the bidder. (For more details, refer Clause No. 17 of this section i.e. Section-2 : Scope Of Work & Payment Terms)

Income tax plus surcharge as applicable will be deducted from the gross amount of each bill.

Please indicate the IT PAN. GST TDS is also applicable. (For more details Refer Clause No. 17 of this section i.e. Section-2: Scope of Work & Payment Terms)

6. For submitting RA Bills, Measurement sheets for the quantum of work carried out shall be submitted by the successful bidder / contractor to BHEL Engineer. After due verification, BHEL Engineer will certify regarding the actual work executed in the measurement book, which shall be accepted by the Contractor in measurement book.
7. The basis of Manpower Charges are on the minimum wage prescribed by NTPC GADARWARA HR time to time. Bidder to provide his quote in Page No. 29 (Price Schedule) taking into account prevailing Minimum wage as prescribed by NTPC GADARWARA HR. Revision in minimum wage shall be considered for payment after notification for revision is furnished by the bidder. However, payment of the revised wage in such cases may take additional time at BHEL as internal approvals to be obtained. Till such time, payment will be made based on old approved rates and arrears will be paid at a later date. The bidder should take a note of it and shall make payment of wages to its work men accordingly as per prevailing minimum wage rates as prescribed by NTPC GADARWARA HR to avoid any disputes and interruption in work.
8. Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month.
9. Shortage/damage reports on BHEL format provided by BHEL EDN Site Office to be submitted.
10. The Contractor shall submit copies of the following documents to BHEL Engineer before commencement of work.

**** PF Registration / Membership certificate**

**** Workmen Compensation Insurance policy.**

The Contractor shall submit the following documents along with every RA Bill to BHEL Engineer

- Attendance sheet for the man power engaged
- Workmen Compensation Insurance policy
- Monthly wage sheet

- PF paid challans (PF Payment confirmation Receipt, ECR & Combined Challan) of the previous month as applicable
- GST Paid challan for the work month against which bill is submitted.
- Bank A/C Statement(Proof of payment to workers)
- Annual premium receipt for Pradhan Mantri Jeevan Jyoti Bima Yojna and Pradhan Mantri Suraksha Bima Yojana

11. TERMS OF PAYMENT:

- a) Payment will be done as per Rate Schedule on pro-rata basis against the RA Bills submitted by the contractor time to time.
- b) 1 Man-month will be equal to 26 Man-days for calculation purposes. If no. of working days for a person increases or decreases from 26 days in a wage- month depending upon actual no. of working days in that month, same will be paid on pro-rata basis.
- c) Contractors are advised to submit RA bills on monthly basis.
- d) For any work executed in a given measurement cycle, 90% will be considered for payment with the progressive RA Bill and remaining 10% payment will be done with the final bill.
- e) For maintaining coherence & consistency in documents & accounting, 90% of the value of work executed shall be maintained in the Measurement book, same will be raised in the RA Bill by the contractor. Balance 10% payment against all such RA Bill cycles shall be raised by the contractor with the final Bill.

12. TIME SCHEDULE & TERMINATION

The time schedule indicated is for 6 Months.

Please note that BHEL reserves the right to close or terminate the contract at any time of the contract schedule by giving one month notice. The decision of BHEL is final and binding. The bidder to confirm acceptance to this clause.

13. **Liquidated Damages:** In case of delay in providing suitable manpower BHEL may carry out the work at the risk and cost of the contractor by giving notice in writing. The



expenses so incurred by BHEL shall be recovered from the amounts due to the contractor against this contract or any other contract with BHEL.

14. **Penalty:** BHEL shall have a right to forfeit to the Performance/Guarantee/SD, if the successful bidder fails to undertake the job awarded under the Tender/Contract.
15. **BONUS, PVC & OVER RUN COMPENSATION:** Not applicable for this contract.

16. GST

BHEL EDN GST NO: 29AAACB4146P1ZB

BHEL NODAL AGENCY GST NO: 09AAACB4146P2ZC

- a. 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.
- b. 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.
- c. Invoice 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, IGST mentioned separately, HSN Code / SAC Code etc.
- d. 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.
- e. TDS shall be deducted on taxable value of services where the contract value exceeds Rs 2,50,000/- Rate of TDS is: 1% CGST+1%SGST(Intra State) and 2% IGST(Inter State)

SECTION-3

SBI E Collect

- 1 Click on the link: <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>
- 2 Agree the terms and condition click on proceed
- 3 Choose State of Corporate : KARNATAKA
- 4 Type of Corporate : PUBLIC SECTOR UNDERTAKING
- 5 Select PSU : BHARAT HEAVY ELECTRICALS LTD
- 6 Select category : OTHERS
- 7 Fill the necessary information
- 8 Make the payment through any net banking/Debit card
- 9 Download Receipt, Print and enclose it as a part of Bid document
 - a. Tenders received without the requisite Earnest Money in full will not be considered.
 - b. The Earnest Money Deposit of the successful bidder will be retained and adjusted towards part of Security Deposit.
 - c. In the case of unsuccessful bidders, the Earnest Money will be refunded normally within Fifteen (15) days of acceptance of award of work by the successful bidder.
 - d. The refund of Earnest Money will be through EFT only. Bidders shall submit the 'EFT for as per the Annexure – 9 with correct and complete information
 - e. BHEL reserves the right of imposing forfeiture of Earnest Money Deposit on the bidder if:
 - a) After opening of Tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The contractor fails to deposit the required Security Deposit or does not commence the work within the period as per LOA/WO.
 - f. EMD shall not carry any interest
2. Taxes : GST applicable as per the existing rules from time to time.
3. Deviations : Bidders are requested to accept all our terms and conditions without any deviations

4. **Arbitration** : Subject to Bangalore Jurisdiction only and other provisions under the Indian Arbitration & Reconciliation Act 1996. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of BHEL Engineer or any other person is by

the Contract expressed to be final and conclusive, shall after written notice by either party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the Contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this Contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the Arbitrator at his discretion may determine.

5. 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.

Signature of the tenderer.....

Name & address of the tenderer.....

ANNEXURE - 1

CHECKLIST OF DETAILS AND ENCLOSURES.

Note: Please fill up the list with details OR select the option with tick mark appropriately. No column should be left blank.

1.	Name and Address of the Bidder		
2.	Contact Details	Phone No: Mobile no: Fax No.: Email address:	
3.	EMD payment details:	Mode of payment:	
4.	Validity of offer / rates quoted for 90 days from the date of opening of Tender: mentioned in tender document	YES / NO	
5.	Offer Forwarding Letter (Annexure-2) enclosed.	YES / NO	
6.	No Deviation Certificate (Annexure-3) enclosed	YES / NO	
7.	Declaration confirming knowledge about site conditions (Annexure-4) enclosed	YES / NO	
8.	Declaration on relations in BHEL (Annexure-5) enclosed	YES / NO	
9.	Non-disclosure agreement (Annexure-6) enclosed	YES / NO	
10.	Format For Claim For Refund Of Security Deposit (Annexure-7) enclosed	YES / NO	
11.	Declaration sheet as per Annexure-8 enclosed	YES / NO	
12.	Copy of PAN No of Tender (Copy of the same to be enclosed)	YES / NO	
13.	EFT Form as per Annexure-9 enclosed	YES / NO	
14.	GST Registration no (if applicable)		
15.	GST rate Applicable: - (%) Same as quoted in PART-II Bid		
16.	Tax quoted in price bid, Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST	
17.	HSN Code SAC Code		



ANNEXURE-2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder)

Tender Reference No.:

Date:

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Reference No.: Dated
I/We hereby offer to carry out the supply and Installation work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited – Electronics Division, Bangalore, in accordance with the terms and conditions thereof.

I/We have carefully perused the documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Forms and Procedures
4. Price Bid

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish '**Security Deposit**' for the work as provided for in the Tender Conditions within the stipulated time before commencement of Work as per Page No.06 of this N.I.T

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) in SBI Collect/Demand Draft and furnished/furnishing Remittance Details as per Page No.06, Pt No. 10 of this N.I.T

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:



ANNEXURE-3

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub: **No Deviation Certificate**

Ref: 1) NIT/Tender Reference No.: Dated

2) All other pertinent issues till date.

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website and in case of such observance at any stage; it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions of the NIT.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

ANNEXURE-4

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Reference No:

2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Local Wage structure, Local Industrial Climate, Law & Order and other conditions and statutory requirements prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of
Authorized Representative of the Bidder)

ANNEXURE-5

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Reference No.: Dated
.....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation with or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of
Authorized Representative of the Bidder)

Note:

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

ANNEXURE-6**NON – DISCLOSURE AGREEMENT MEMORANDUM OF
UNDERSTANDING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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

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

- 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.

Bidder's Name and Address

(Signature, Date & Seal of
Authorized Representative of the Bidder)

ANNEXURE-7**FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT**

Sl. No.	Description	Details / Comments/Amount
1	Name of Contract	
2	W.O. No & Date	
3	Name of the work undertaken	
4	Date of Commencement of Work	
5	Date of Completion of work	
6	Period of maintenance	
7	Date on which Final bill was paid	
8	Last date of making good the defect during maintenance period	
9	Expenditure incurred by BHEL during the maintenance period, if any recoverable	
10	Date on which security Deposit falls due as per contract	
11	Amount deposited or recovered	
12	Less Amount recoverable (with details)	
13.01	Amount Spent by BHEL on behalf of contractor	
13.02	Payment made on behalf of contractor	
13.03	Court dues / penalties / compensation	
13.04	Other recoveries for services	
13.05	Security Deposit released with final bills	



CERTIFICATE TO BE FURNISHED BY CONTRACTOR

I / We have no claim of demand outstanding against BHEL, Bangalore-560026 for the work done or materials supplied or on any account arising out or connected with the work order mentioned above and the payment of this bill shall in full & final settlement of all my/our claims and demands including the deposits in respect of the Tender referred to.

Seal and Signature with Date of
Authorized representative of Contractor

Place:

Date:

CERTIFICATE TO BE FURNISHED BY BHEL EDN ENGINEER

Certified that

- The payment recommended for release is in order and that there are no demands other than those included in the claim outstanding from the contract.
- The maintenance period as per the work order is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction and all expenses incurred by the company on carrying out such works have been included for adjustment.
- All other objections raised so far have been settled.
- A note of refund of security deposit has been made in the measurement book and contract agreement / work order.

Date:

Signature of Engineer

FOR USE OF ACCOUNTS DEPARTMENT

Passed for Rs...../- (Rupees _____ only).

Accountant

Accounts officer

ACKNOWLEDGEMENT BY THE CONTRACTOR

Received Rs...../- (Rupees _____ only) in full and final settlement of my / our claim.

Date:

Signature

ANNEXURE-8

FORMAT OF DECLARATION TO BE GIVEN WITH FINAL BILL

(To be typed and submitted on the Letter Head of the Company/Firm of Bidder)

Ref:

Date:

To,

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

Kind Attention:

Dear Sir / Madam

Ref: Your W.O NO..... Date:

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 the 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 and 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 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 hereby undertakes 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..... on BHEL Bangalore.

Thanking You,

Yours Sincerely



ANNEXURE-9 EFT FORM

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): CREATE CHANGE

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account

Number(PAN):

Address

City:

PINCODE _____

STATE _____

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

Bank Name:

Bank Address:

Bank Telephone No:

Bank Account No:

Account Type: Savings/Cash Credit

9 Digit Code Number of Bank and branch
appearing on MICR cheque issued by Bank

Bank swift Code(applicable for EFT only)

Bank IFSC code(applicable for RTGS)

Bank IFSC code(applicable for NEFT)

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative

for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit
payments

to the designated bank account.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I
would not hold BHEL / transferring Bank responsible.

This authority remains in full force until BHEL, EDN; Bangalore receives written notification requesting a
change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me
as a participant under ECS /EFT.

Date:

Authorized Signatory:

Designation:

Company Seal

Bank Certification:

Telephone NO. with STD Code

TENDER REF: CE/ES/2021-22/02/NTPC GADARWARA/EnC/SJDB Date: 19/07/2021

SECTION - 4

SCHEDULE OF PRICE

Sl. No.	ITEM DETAILS	UOM	QTY	UNIT RATE
1	0.5F-16 Pair	Mtr	7680	
2	0.5F- 8 Pair	Mtr	880	
3	0.5F- 12 Pair	Mtr	520	
4	0.5F- 4 Pair	Mtr	200	
5	1 Core 0.5 Sq. MM	Mtr	5200	
6	Painting Of Impulse Pipe	Mtr	7050	
7	Shifting and Installation of LVS & accessories from stores to control room	No.	12	
8	Manpower to OEM Support during E&C	MANDAY	40	
	Total Contract Value (Excl. GST)			

1. L1 shall be decided on : **(Total contract Value for a Period Of 6 Months (Excluding GST))**
2. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of BHEL Engineer shall be final. All entries shall be in English language. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
3. All of the above values are exclusive of GST. GST applicable shall be paid extra.