



NIT No.: 224288

Date: 17.06.2022

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

Solar Business Division, Prof. CNR Rao Circle, Opp. IISc,
Malleswaram, Bengaluru, Karnataka, India. Pin code: 560012

1. NOTICE INVITING TENDER BHEL (NIT)

SBD Bangalore invites bid in two-part bid system (Part-I: Techno-commercial Bid; Part II: Price Bid) for Site establishment works from experienced and financially sound bidder who fulfil the qualifying criteria contained in the enclosed tender document:

1.	General Information	
1.1.	Tender Reference Number :	224288
1.2.	Tender Name:	Site Establishment works at MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra for the duration of 8 months
1.3.	Tender System	Single Stage, Two Part Bid Part – I: Techno-Commercial & PQR & GCC Part – II: Price Bid
1.4.	Tender Type	Works Contract
1.5.	Estimated Value of Contract	Rs. 18,87,764/- Plus GST
1.6.	Duration of Contract	8 Months
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	Rs. 37,760/- in the form of a crossed Demand Draft/EFT favoring BHEL-SBD, Bengaluru. If submitted through DD, the DD in original should reach to the office of undersigned within 7 days of Part A bid opening. NO EXEMPTION FOR MSME / NSIC since it's a Works Contract
1.9.	Security Deposit	5% of the contract value
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.eprocurebhel.co.in
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.eprocurebhel.co.in
1.13.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.eprocurebhel.co.in
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.eprocurebhel.co.in
1.15.	Date and time of opening of Tender (Part-I)	As per Enquiry / RFQ / Notification on www.eprocurebhel.co.in
1.16.	Tender Submission Place	Online at www.eprocurebhel.co.in
1.17.	Tender Opening Place	Online at www.eprocurebhel.co.in
1.18.	Dealing Officer (For any Clarifications on NIT terms and Price bid BOQ)	Ajeet Kumar Jaiswal, Dy. Manager – Works Contract Cell Contact No.: 080-2218-2344 Email: ajaiswal@bhel.in Sanjay Kumar Gupta Sr. Engineer – PV-Site Services BHEL EPD, Malleswaram, Bangalore – 560012 0-9486531695 Email: sanjaykumar.r@bhel.in

**NOTE:**

- A. The enquiry has been floated through e-procurement and offers shall be accepted through e-procurement only. BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. Interested vendors who do not have login ID and password are requested to register themselves on <https://eprocurebhel.co.in/> through “Register” or “New supplier” link available on the portal.
- B. Class-III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the “Seller Manual” available on the above mentioned website. Tenderer shall return the duly filled in Tender document after affixing Signatures and seal on all pages of tender document and submit.
- C. Tenderer shall return the duly filled in Tender document after affixing Signatures and seal on all pages of tender document and submit.
- D. BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- E. Separate intimation regarding award of work, availability of site/input to commence the work will be given to successful bidder.
- F. Firms banned by BHEL or under risk and cost by any BHEL units are not eligible to participate in the tender. The offer submitted by such a firms shall be rejected and no communication in this regard will be entertained. The list of firms is available on web site www.bhel.com. The offers of the bidders who are on the banned list as also the offers of bidders, who engage the services of the banned firms, shall be rejected.
- G. Any bidder on whom Show Cause Notice / Risk & Cost action initiated implemented in last 2 years from tender opening date are not eligible for participation in this tender.
- H. Bids of such contractors will not be accepted who have been performing poorly in executing Site establishment contract
- I. Bidders are instructed to submit the tender document at www.eprocurebhel.co.in. No other mode of submission is allowed.
- J. Please ensure submission of offer before the due date and time. Late offers will be rejected.
- K. All other terms and conditions will be as per tender conditions indicated in NIT.
- L. Offer submission is bidder’s responsibility, any issue arising while submitting the offer may be brought to the notice of BHEL well before tender due date and time so that BHEL has sufficient time to take suitable action, if any.
- M. For tender relevant details please visit our website www.eprocurebhel.co.in.
- N. All subsequent corrigendum/amendment shall be published only online at www.eprocurebhel.co.in. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
- O. Name and contact details (including mobile no. and email address) of minimum one contact person along with date of submission of offer.
- P. Tenders shall be opened by authorized Officer of BHEL at his office at the time and date as specified in the NIT.
- Q. Start-up companies will be provided benefits and relaxations as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department for Promotion of industry and Internal Trade shall be submitted along with the tender.

**TENDER DOCUMENT**

Tender document for Site Establishment works at MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra for the period of 8 months

Part-I – Techno-Commercial Bid:

1. Notice Inviting Tender (NIT).
2. Pre-Qualification Criteria (PQC) with Annexures I to III
3. Instructions to Tenderer.
4. Section-1-General Terms
5. Section-2-Special Conditions of contract with Annexures – A to J
6. Section-3-Unpriced Price Bid
7. General Conditions of contract

Part – II - Price Bid:

1. Price Bid.

PRE-QUALIFICATION CRITERIA (PQC)

1. Average Annual Financial Turnover during last 3 years ending 31st March of previous financial year (i.e. 2018-19,2019-20,2020-21), should be at least Rs. 5.66 Lakhs excluding GST
2. The contractor must have executed job of similar nature works pertaining to Site establishment or Security service or civil work or MMS Construction or Site development viz levelling grading or Jungle clearance services works.

The above works should have been completed at solar power plants or any other power plant projects during last Seven (7) years ending last day of month previous to one in which application are invited with PSUs, Central Govt. Offices, Govt. Educational and Training Institutions, Hospitals, Offices/Undertakings, Private Sector entities.

3. The value of executed contract/Work order should be as per following criteria

Three (3) similar completed works costing not less than Rs. 7.55 Lakh each excluding GST.

OR

Two (2) similar completed works costing not less than Rs. 9.44 Lakh each excluding GST.

OR

One (1) similar completed work costing not less than Rs. 15.1 Lakhs excluding GST.

4. Possession of valid trade license, ESI or Workmen compensation policy, PF & GST registration. Bidders can quote for the subject tender based on declaration that Registration details will be furnished along with the offers.
5. Bidders claim for qualification shall be supported by work order /Purchase order issued by employers and also work completion certificate issued by end-customer/end-user.
6. Only works executed under direct contract shall be considered. Works executed under sub-contracts shall not be considered, unless there is certification from end-customer/end user.
7. Bidder should have local office establishment in Maharashtra state (declaration of setting up office after award of work may also be accepted)

Note:

1. Offers of the Tenderers **not meeting** the above requirements are liable to be rejected.
2. All the supporting documents to be signed and sealed by the bidder (BHEL have the rights to verify the original documents if required).
3. Financial Statements i.e. Balance Sheet and Profit & Loss Account for the previous years should be signed & stamped by Chartered Accountants with Firm Registration Number (FRN), Name of the member, Designation (Partner/Proprietor) and Membership Number.
4. Purchase orders/ work orders of bidders who are executing similar works shall also be considered for evaluation provided the value of the works completed as certified by client/customer/EPC/Power developer) meets the PQ criteria listed in sl no. 1 & 2.
5. The evaluation currency for this tender shall be INR (Indian Rupees only).



6. Self-certified copy of contract(s) on bidder name along with satisfactory completion/Execution certificate from customer in respect of these Contracts. Details of the customer with email and office address are also required for verification.
7. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.

ANNEXURE – I Bidder information

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	Name of the Company	
2	Name of Authorized Signatory	
3	Name of Contact person for this tender	
4	Email-id of contact person	
5	Contact number	
6	Bank Account Details (Name of Bank, Branch and Account Number) Cancelled Cheque to be enclosed	
7	Details of Relatives employed in BHEL, Name Designation and Unit	
	Relative 1	
	Relative 2	
	Relative 3	



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ANNEXURE – II Qualification requirements

S. No.	DETAILS REQUIRED	Requirement	Whether proof /
		fulfilled (Yes / No /	document enclosed
		NA/ Value)	(YES / NO)
1	The Firm of contractor/independent contractor (Proprietor) should be registered and having at least three years existence in business consecutively financial years.- PQC Clause 1 & 2		
2	Submission of Declaration of valid trade License as per PQC Clause 4		
3	ESI Registration No. PQC Clause 4		
4	PF Registration No. PQC Clause 4		
5	Average turnover of last 3 years - PQC Clause 1		
6	Relevant Work Experience – 1- PQC Clause 5 & 6		
	Relevant Work Experience – 2		
	Relevant Work Experience – 3		
7	PAN No.		
8	GST Registration Number		
9	MSME / NSIC Certificate to be enclosed (if applicable)		
10	EMD Details (DD No., Amount, Date & Bank)		
11	PPP-MII Format to be enclosed- Annexure J		



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ANNEXURE – III Bidder Declaration

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)
1	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
2	I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.	
3	I have quoted rates for the total scope of work mentioned in the tender document	
4	I agree to participate in the Reverse Auction as per Tender Terms and Conditions	
5	I have understood and accepted the payment terms of BHEL as per Clause 5 page 6	
6	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
7	I have understood the LD clause mentioned in this tender and submit my agreement for the same	
8	I agree to participate in the tender and carry out the work (if awarded) ethically and submit my agreement to various requirements in this contract.	
9	Signed and submitted -Annexure A to J	



**Sub: Hiring of Site Establishment work at MAHAGENCO 50MW SPV
Project site, Osmanabad, Maharashtra for the duration of 8 months.**

INSTRUCTIONS TO TENDERER

1.0 Preamble

Bids are invited for deployment of Financially experienced site enabling/ Site Establishment Works at MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra for the duration of 8 months by the contractor. The General Conditions of Contract-SBD 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 completed by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.

Location details for floating type solar PV is as follows

SL.No	Site	Location	Capacity[MW]
1	Solar PV Site	MAHAGENCO, Osmanabad, Maharashtra	50MW

1.1 Bidders to furnish following details (as per annexure I to III) along with tender:

- Company profile & organizational information
- Ownership information
- Registration particulars (security services licenses and other company registration)
- Financial Information for the previous 3 years or from the date of commencement operation whichever is later. As evidence to this, Bidder shall submit the audited balance sheets for all the 3 years.
- Proof of PO copy of Work Experiences with work completion certificate issued by end customer during last three (3) years ending last day of the month previous to one in which application/tender is invited.

2.0 Evaluation of Tender:

(A) Technical Evaluation:

- In order to technically qualify in this tender, bidder should meet all PQC criteria i.e. 1 to 7 mentioned in PQC. BHEL-SBD shall evaluate the tender based upon (a) technical competency, (b) financial soundness and (d) other terms and condition as specified in tender NIT. BHEL shall intimate the technically qualified/shortlisted vendors/contractors.
- BHEL decision on this will be final.
- BHEL at their discretion may inspect the vendor/contractor works/premises/sites for evaluation.

(B) Price Bid Evaluation:

- Bidders are required to submit their bid prices exclusive of applicable GST.
- BHEL shall conduct Reverse Auction (RA) among all technically qualified Bidders to finalize the price.
- BHEL will resort for Reverse Auction (RA) (Guidelines-2021 as available on www.bhel.com) after opening of the sealed envelope price bid (priced format submitted along with the offer in case of eProcurement), submitted by the bidder. Decision to go for RA will be decided after techno-commercial evaluation as minimum two techno-commercially qualified offers are required to carrying out RA. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case



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BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated Service provider). Non-submission of 'Process compliance form' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The basis for arriving at L1 Bid is considering the total landed value of the entire package.

4. BHEL reserves the right for discussion/negotiation with lowest bidder (L1).

3.0 Earnest Money Deposit (EMD)

Every Tender must be accompanied by the prescribed amount of interest free Earnest Money Deposit to be as "Earnest Money Deposit".

1. Modes of deposit

The EMD may be accepted only in the following forms:

- A. Electronic Fund Transfer credited in BHEL account (before tender opening)
- B. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- C. 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 and duly discharged on the back.)
- D. Bidders can submit the EMD with Account Payee Demand Draft in favour of **BHARAT HEAVY ELECTRICALS LIMITED, SBD, MALLESWARAM, BENGALURU payable at BANGALORE.**
- E. Bidders can also submit the EMD with Payment online through RTGS / internet banking
Beneficiary name: BHARAT HEAVY ELECTRICALS LIMITED, SBD, MALLESWARAM, BENGALURU

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LIMITED,
ADDRESS OF THE COMPANY	SBD UNIT, MALLESWARAM, BENGALURU-560012
NAME OF BANK	IDBI BANK LIMITED
NAME OF BANK BRANCH	TRADE FINANCE, IDBI house, 58, 1st floor, mission road, Bengaluru-560027
CITY	Bangalore
ACCOUNT NUMBER	008103000003605
ACCOUNT TYPE	CURRENT ACCOUNT
RTGS/NEFT IFSC CODE	IBKL0000377
MICR CODE	560259008

- F. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
- G. Tenders received without Earnest Money in full, in the manner prescribed above, are liable to be rejected.
- H. In case of successful Bidder, the Earnest Money deposited will be retained and adjusted towards security deposit.
- I. In case of unsuccessful Bidder, the Earnest Money deposit will be refunded to them within a Period of 15 Days from the date of award of work to the successful bidder without any interest.
- J. EMD by the Tenderer will be forfeited as per NIT conditions, if:
 - a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per Work order/ Contract.



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K. The tenderer should deposit their Earnest Money **INR. 37,760/-**.

L. No Exemption for MSME / NSIC since it's a Works Contract.

M. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer.

4.0 SECURITY DEPOSIT:

A. i) Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract. Upon acceptance of the tender, the successful bidder should deposit the required amount of Security Deposit for satisfactory completion of work, within the time and amount specified in the Letter of Intent. **The total amount of Security Deposit will be 5% of the contract value.** EMD of the successful tenderer will be converted and adjusted towards the required amount of Security Deposit.

ii) Bidder need to submit performance security required for execution of the contract within the time period mentioned in the work order. **In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder.** Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms & condition of NIT/contract, from the bills along with the due interest. Bidder to submit undertaking annexure D along with the offer.

B. Mode of Security deposit

50% of the Security Deposit (**before start of the work**) (less EMD) may be submitted in the following forms:

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

C. Submission of Security Deposit:

- i. At least 50% of the required Security Deposit, including the EMD, should be submitted **before start of the work.**
- ii. Balance 50% of the Security Deposit will be collected by BHEL 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.
- iii. 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 it shall be recovered from payment/s due to the Contractor.

- iv. The BG (as per PROFORMA OF BANK GUARANTEE-ANNEXURE I) shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).
- v. The bidder to ensure timely submission of BG and has to give undertaking as per annexure – N.
- vi. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the work order and the same will be kept valid by proper renewal till the completion of the work.
- vii. 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 fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- viii. Conditions for acceptance of bank guarantees
Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Nationalized Bank		Nationalized Bank
1	Central Bank		Private bank
2	State Bank of India	15	Axis Bank
3	Bank of Baroda	16	Federal Bank Limited
4	Canara Bank	17	HDFC Bank Limited
5	Exim Bank	18	Kotak Mahindra Bank Limited
6	Indian Bank	19	ICICI Bank Limited
7	Indian Overseas Bank	20	Indusind Bank Limited
8	Punjab National Bank	21	Yes Bank Limited
9	Union Bank of India		
	Public Sector Banks		
10	IDBI Bank Limited		
	Foreign bank		
11	CITI Bank N.A		
12	The Hongkong and Shanghai Banking Corporation Limited		
13	Standard Chartered Bank		
14	RBL Bank Limited		

D. Return of Security Deposit:

Security Deposit shall be released to the Contractor upon fulfilment of contractual Obligations as per terms of the contract.

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, and furnishes performance bond BG in the prescribed proforma as per ANNEXURE-I, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

The Security Deposit shall not carry any interest.



E. Bank Account Details for submission of Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LIMITED,
ADDRESS OF THE COMPANY	SBD UNIT, MALLESWARAM, BENGALURU-560012
NAME OF BANK	IDBI BANK LIMITED
NAME OF BANK BRANCH	TRADE FINANCE, IDBI house, 58, 1st floor, mission road, Bengaluru-560027
CITY	Bangalore
ACCOUNT NUMBER	008103000003605
ACCOUNT TYPE	CURRENT ACCOUNT
RTGS/NEFT IFSC CODE	IBKL0000377
MICR CODE	560259008

5.0 General Instruction to Tenderers:

1. Tenderers shall sign & seal in each and every page of the tender document/s attached before submitting tender.
2. Contractor should quote only in percentage (%) above/below (+/-) to total amount in given price bid.
3. Bidders Quote percentage (%) is applicable to all BOQ line item rates uniformly.
4. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.
5. Bidders should **not quote or fill % value** in given **un-priced price bid**.
6. Bidders to submit the unpriced price bid copy of the price schedule for compliance to the terms and quantities indicated in the price schedule along with the technical bid duly stamped according their acceptance. (Mandatory requirement).
7. The tenderer shall note that, No Claim for variation of rates, on the ground that existing statutory levies have been increased / decreased or those new statutory levies have come into effect after tender, or on any other ground, will be entertained.
8. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid).
9. During tender process, the rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening tender.
10. Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.
11. Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.
12. Before tendering, the tenderer is advised to be well versed with BHEL Conditions of Contract, instruction to the tenderers, special condition of contract and all other documents of NIT, which form part of the agreement to be entered into subsequent to award of work. The tenderers shall make his own arrangements for the transport of personnel and for the stay and boarding facilities of their team at site during the course of work. General conditions of contract of BHEL-SBD Bengaluru shall be subject to applicability /non-applicability of individual clauses.
13. The payment shall be made as per actual work done and certified by BHEL Engineer.
14. BHEL reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.
15. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
16. The Contractors responsibility under this contract shall commence from date of receipt of the work order or acceptance of the same.

17. The tender shall be submitted through E-procurement website ((Please refer “Submission of offer”, page no.2 for details) well within the due date and time of submission. Tenders received after the due date and time of opening tenders are liable to be rejected.
18. Any covering letter and comments of the tenderer should be submitted along with the offer.
19. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholder’s relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.
20. Contractor shall produce necessary records, documents; explanation whenever he is called upon to do by any Government Agencies.
21. Since the site establishment works shall be executed at site, bidders must visit site/ work area and study prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
22. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited.
23. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.
24. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period and action may be taken as per BHEL policies and terms and condition.
25. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
26. The General instruction and Special Conditions of contract are complementary to each other and where they are in conflict, the special condition shall prevail.
27. These ‘INSTRUCTIONS TO TENDERER’ & GENERAL CONDITIONS OF CONTRACT OF BHEL’ shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both.
28. Contractor should obtain “ESI or Workmen Compensation Policy” for their Employees.
29. **Extension of Time for Project Completion**
If the project works gets delayed beyond the contract/ completion period due to reasons not attributable to contractor, the contractor shall make request for an extension of the contract on pro-rata basis and BHEL at its discretion may extend the contract.
30. **Participation in the tender:**
In event of multiple Bids of related parties like sister concern, common representative, same signature or same phone nos. on the bids or any other documents which can prove that the two companies are related to each other, the same shall be treated as Cartel formation and BHEL will not accept such multiple bids. Hence bidders are advised to submit only one bid from among the related parties.
31. **Information to The Tenderer:**
 - I. The bidders should furnish “all undertaking as per ANNEXURE A to J enclosed herewith.
 - II. Before engaging the into works, Contractor should get the NOC from labours native police station as well as NOC from local police station (If applicable).
 - III. Contractor to note BHEL reserves the right to 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:
 - (a) Contractors continued poor progress



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- (b) Withdrawal from or abandonment of the work before completion of the work.
- (c) Contractor's inability to progress the work for completion as stipulated in the contract.
- (d) Proof of work
- (e) Corrupt act of Contractor
- (f) Insolvency of the contractor
- (g) Persistent disregard to the instructions of BHEL
- (h) Assignment, transfer, sub-letting of contract without BHEL's written permission
- (i) Non fulfillment of any contractual obligations
- (j) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute job as per required schedule.

IV. The LD/penalties arising out of Risk and Cost as explained under GCC. BHEL shall recover the amount from any money due from Contractor, or 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.

V. In case of any conflict between the General Conditions of Contract (GCC) and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

VI. Documents to be submitted on award of work (as applicable):

- (a) Acceptance of work order.
- (b) Electronic Fund Transfer Form duly signed & sealed by banker along with cancelled cheque copy.
- (c) Any other document as may be required by BHEL.



SECTION 1

GENERAL TERMS

1. EVALUATION OF BIDS

A. Techno-commercial Bids submitted by the tenderer will be opened first online on scheduled time and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT /Tender documents, based on documentary evidences submitted along with the offer.

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

B. Lowest bidder will be decided on overall package cost.

To award the work order for Site Establishment works for MAHAGENCO 50MW solar PV Project, Usmanabad to L-1 bidder.

Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid).

2. VALIDITY OF OFFER

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

3. COMMENCEMENT OF WORK

The contractor shall commence the work within one week of issue of Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

If the contractor fails to start the work within stipulated time as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The security deposit which is furnished (before start of work) including the EMD after adjustment will be forfeited in event of contractor fails to start the work.

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

- (i) 65% of the jobs created due to the project in the supervisory and managerial cadres & 80% Of the jobs that will be created in other cadres shall be filled in by employing local persons. The expression Local person shall mean a person domiciled in the State of above said project site for 15 years prior to applying for employment to you.*
- (ii) Before engaging the labour in to work, Contractor should get the NOC from labours' native police station as well as NOC from local, police station.*

4. BILLING: As Certified by BHEL's site representative on monthly basis.

5. PAYMENT TERM:

1. Payment will be made from Headquarters (Bangalore) within 30 days from the date of receipt of bills certified by BHEL's site representatives.
2. Payment shall be released by EFT (Electronic Fund Transfer). Contractor has to furnish necessary bank details for making payments from BHEL.
3. Necessary deduction of Tax at source as per rules will be made from the contractor's bill and a certificate will be issued to this effect.



4. Income tax as applicable shall be deducted while releasing the payment. TDS certificate for the year will be issued in the next financial year. For this purpose, contractor shall furnish photo copy of PAN card issued by Income Tax Department.
5. You are required to comply with the provision of the EPF and Minimum Wages Act in so far as they relate to the contract.
6. You are required to submit Electronic Fund Transfer Form duly signed & sealed by banker along with cancelled cheque copy. Also Labour license of the workmen engaged, valid for contract period to be provided.
7. Invoice submitted should be in the format as specified under GST laws viz. All details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc. In the absence of details, it is not treated as valid invoice & credit cannot be availed.
8. Payment of GST to vendors as applicable will be made only if it is matching with data uploaded by Vendors since credit availment is linked to uploading of returns.
9. Vendors to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns. Credit can be availed only if tax is paid by Contractor.
10. For invoices paid on Reverse charge basis – “Tax amount” & that it is “payable on reverse charge basis to be mentioned on the invoice as per GST laws.
11. The following documents are to be submitted along with the Running Account Bills for process of payment.
 - a) All tax Invoice should be submitted with details of BHEL and contractor GSTIN number should be mentioned.
 - b) HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) to be mandatorily mentioned in all invoices submitted.
 - c) Measurement books duly filled and signed officials of BHEL and contractor
 - d) Works and services: CGST and SGST on BHEL PSSR with following details are to be mentioned in the invoice. State: Maharashtra; BHEL Nodal office- PSWR; GSTIN no: **27AAACB4146P1ZF**
 - e) For IGST State: Karnataka; BHEL Nodal office- SBD, Bangalore, GSTIN NO. **29AAACB4146P1ZB**
 - f) Attendance sheet, wage register sheet, Challan/ receipt of PF, ESI/WCP etc.
 - g) Declaration of deployed office boy/labours for wage payment before 7th day of each month end payment.

6. SUB CONTRACT: The contractor shall not sublet any portion of the contract without written permission of BHEL's representative.

7. 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, Karnataka 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.

8. ARBITRATION:

- a) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, SBD or any designate nominated by the Executive Director of BHEL-SBD in his sole discretion.
- b) The venue of Arbitration shall be Bangalore, Karnataka (India). The arbitrator may hold meetings for convenience in such a place or places discretion.



- c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- d) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.

9. VALIDITY: The offer submitted by the contractor shall remain valid for acceptance for a period of 90 days from the date set for opening of tender.

10. ACCEPTANCE OF TERMS AND CONDITIONS: The contractor shall himself obtain all necessary information on local conditions and factors, which may influence or affect his offer. It must be understood and agreed that such factors have been investigated and considered while submitting the offer. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by BHEL-SBD, which are based on the lack of such clear information or its effect on the cost of the works to the contractor.

Submission of offer by the contractor implies that he has read all the tender conditions and has made himself aware of

- the scope of work
- Specification of the work to be done
- Local conditions
- Other factors bearing on the execution of work.

11. FIRM PRICE: The rate quoted shall be firm throughout the tenure of the contract plus applicable GST. BHEL-SBD shall entertain no claim, whatsoever, on this account.

12. VALIDITY AND TERMINATION OF THE CONTRACT: The contract shall be valid initially for a period eight (8) months for 50MW MAHAGENCO, Usmanabad site from the date of award which can be extended further on same terms and conditions based on site requirement. The contract may be terminated by BHEL-SBD by giving a notice of 30 (THIRTY) days' notice and no compensation shall be paid for remaining period of the contract period.

13. 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".

SECTION 2

SPECIAL CONDITIONS OF CONTRACT WITH ANNEXURES – A TO J

1. The contractor will be required to provide as per following Scope of works and terms & conditions:

1. The contractor will have to take all measures for providing site establishment works at the premises of BHEL/respective project site **“MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra”** as directed by site administration round the clock as above including all property within its premises for which personnel engaged on duty will have to remain extremely vigilant and alert.
2. In case of loss of any item by theft or pilferage, contractor would have to take necessary action and comply with the formalities required under the Law and lodge FIR with the Police. The personnel of the contractor performing duty shall be responsible for safe guarding items entrusted to them.
3. The contractor shall contact local police/administration, if required.
4. The contractor's employees engaged on duty shall be responsible for searching the person and their belongings/materials on a random basis as well as in suspicious cases both during entry and exit and inform the designated Officer in case the person is found to be unauthorized carrying any property of the Company.
5. The contractor shall man all entry points, regulate and check the flow of men/ material and ensure that every entry/exit is as per the valid documents and a record of the same be maintained regularly.
6. Contractor's employees on duty shall take all preventive measures to avoid fire or accident taking place. However, in case of such an eventuality, suitable action to be taken immediately for firefighting and informing the designated officer of BHEL immediately.
7. Contractor's employees on duty shall patrol and check movement of man and materials during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and disorderliness etc. take place in the area.
8. Contractor's employees on duty shall keep a record of entry and exit of all visitors and vehicle and carry out search of both while entry and exit.
9. Contractor shall maintain liaison with Police/Fire/Civil Authorities and Red Cross Authorities if applicable.
10. Contractor's employees on duty shall maintain proper records/documents as per requirement of the company in connection with above services. Such records/ documents would be in the entry/exit register of men and material, records of intimations given to designated officers with regard to aforesaid incidents.
11. Contractor's employees on duty shall ensure that lights/fans are not in use beyond office hours and are switched off and water taps are turned off.
12. Contractor's employees on duty shall watch habitual offenders and mischief makers and inform the designated officer of BHEL if anything unusual is noticed.
13. Contractor's employees on duty shall provide protection in case of assault/ apprehension of assault to any employee of BHEL.
14. Contractor's employees on duty shall seize goods suspected to be stolen and hand them over the designated officer of BHEL without delay.
15. Contractor's employees on duty shall bring to the notice of designated officer of BHEL any untoward occurrence/incidents in the Company premises.
16. It will be open to BHEL to ask for replacement of any or all of contractor's employees if he/they will not fully meet BHEL's contract requirement. Alternatively, the contractor may withdraw their employees for administrative reasons but they should be suitably replaced. If the employee/(s) on duty are in-disciplined or sleeping during duty hours he/they will be suspended/replaced by the contractor immediately.
17. The contractor will also comply with all other statutory provisions as applicable, including any applicable Act and relevant rules framed there under.

18. The contractor shall pay wages to his workmen at the rates as applicable.
19. The rates of wages should be quoted lump sum inclusive of ESI, PF, gratuity, bonus, allowances etc. Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above & the details of amounts remitted towards their PF & ESI for each month to be enclosed.
20. The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1948, and other statutory law relating thereto and made there under from time to time.
21. The contractor shall comply with the provisions of the, the payment of the wages Act 1936, Factories Act, Minimum wages Act 1948, Employment of children Act 1938, Employers liability Act 1938, Industrial Disputes Act 1947, & other Acts Central or States, that may be applicable to him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.
22. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees provident fund schemes and Employees state insurance Act 1948 & show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees & obtain individual insurance and PF number & shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract laborers engaged by him if applicable.
23. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in BHEL by him for this work for the relevant period before any payment is released by BHEL if applicable.
24. The contractor shall take appropriate Insurance coverage for the requisite amount in respect of manpower deployed as applicable. Insurance Cover shall be obtained by the contractor at his own cost within a fortnight from the commencement of the contract and copy of Insurance cover shall be sent to the BHEL project site immediately.
25. The liability of any compensation for injury to personnel or others arising as a result of duties by their manpower shall be that of the contractor.
26. The contractor shall have to train all the manpower engaged by him in operating all firefighting equipment located in the office complex.
27. The contractor shall be responsible for resolving all disputes between their employees and themselves and shall ensure proper performance of duty by their manpower.
28. It is reiterated that there is no employer-employee relationship either with the contractor or with contractor's employees or with the contractor's organization. This is a contract and
29. BHEL have no connection directly or indirectly or even remotely with contractor employees or with contractor's organization. This is only a business transaction.
30. The contractor has to Arrange for Statutory inspections if required as under Factory Inspector, Labour Commissioner, PF Commissioner and other authority connected to this project work.
31. The contractor shall arrange, at his own cost, trained operators, fuel and other consumables for DG Set, Hydra cranes, forklift. T&Ps in defective / damaged condition shall be rectified promptly to the full satisfaction of BHEL engineer. Contractor shall maintain records for

- maintenance of major T&Ps. These shall be made available for Inspection whenever required. In case of any lapses on the part of the contractor, BHEL at its own discretion shall get the servicing / repair of equipment done at the risk and cost of the contractor along with BHEL overheads. Further, if there are breakdowns / damages due to negligence of the contractor, the complete service / repair charges and cost of all the spares damaged with BHEL overheads shall be recovered from contractor's RA bills.
32. It is the responsibility of the contractor to arrange gate pass for all his employees for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours.
 33. The BHEL-SBD General Conditions of contract shall also apply to this work except to the extent modified in these conditions. BHEL-SBD General Conditions of Contract is enclosed with this NIT. The contractor shall scrutinize the same and acquaint himself with provisions thereof to the satisfaction.
 34. In view of the necessity to complete the works as per the schedule and for stringent quality control it is required that works awarded to contractor shall not be sublet by the contractor to any other agency in partial or full. All works shall be carried out under the supervision of contractor by placing their regular employees at site.
 35. Contractor shall not deploy women labour at night.
 36. UNIFORM: The contractor should ensure that his staff are always dressed in clean and tidy uniforms while on duty for the said services.
 37. Providing and maintaining site office: Set up items/materials as required by BHEL for setting up site office as per unpriced price bid proposed **at MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra**. The contractor will maintain these facilities till the contract period completion.
 38. Each Line items of Price Bid BOQ shall be operated/not to be operated depending on the requirement at site as per instructions of site in-charge and payment will be made accordingly on pro-rata basis during contract period.
 39. Contractor has to do supply, erection and commissioning of the chemical toilet with septic tank as per the annexure requirement of BHEL.
 40. The cabling from Diesel Generator set/GSECL Substation to the container will be carried out by the contractor using appropriate cable size for the load with an ISI reputed make electric meter.
 41. Contractor should have the capacity of Unloading of Materials, stacking as per site I/C instructions by Hydra- 10-15 TON with fuel for Hydra, drivers, supervisor and at least 4 labours inclusive.
 42. All the materials under this contract shall be loaded/unloaded from the trucks/lorry, project stores, sheds / storage yards and transported to erection site and stored in the storage spaces in a manner so that they are easily retrievable till the contractor erects them.
 43. 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.
 44. Approach road conditions from the stores / yards to the erection site may not be equipped and ideal for smooth transportation of the materials. Contractor may have to be adequately prepared to transport the materials under the above circumstances without any extra cost. The contractor may familiar himself with soil conditions at site.
 45. Items stored in temporary fencing area shall be stacked up off the ground. Items should not be stored in a low lying area where water logging is a possibility.

46. Contractor has to provide and supply AC container office of B &C-Type size 10x20 feet bunk house including Furniture with 1.5 Ton A/c installation complete in all respects as per the enclosed porta cabin drawing.
47. Chemical toilet with Septic tank shall be as per IS code.
48. PVC Water storage tank and plumbing materials should be of reputed company-Sintex and good quality Plumbing line by ISI PVC pipe manufacturer. Motor for pumping the water from a sump to be considered including construction of a sump of suitable capacity for long term storage.
49. Suitable pantry arrangement for at least 10 BHEL persons for preparation of light refreshment /snacks/tea etc. in lieu of hotplate or any electrically operated equipment.
50. Covered store shed / Warehouse with raised concrete platform of 300 mm height with GI Sheet roofing and side wall cladding to ensure water proofing since electrical items will be stored in that shed. 3 no. shed of 600 sqm with 4 m height with gate and lock facility. Storage shed shall be provided with proper lighting arrangement outside and inside connected to DG Set/GSECL substation.
51. The covered shed installation shall be done within 15 days from the date of instruction of site engineer. BHEL/Suppliers Motors, electrical equipment, control equipment and instruments, and special or precision items requiring special care, etc shall be stored in covered shed.
52. Construction and Providing Temporary fencing 2 meters above ground for an area of 10000Sq.m at 4 locations with locally available wooden / Metal poles / angles and barbed wire with one metal gate for each storage area of 5-meter width at each place. To be dismantled after 6 months or as per instructions of site in-charge.
53. Construction of each fencing shall be done within 15 days from the date of instruction of site engineer.
54. All other electrical items cable, meter etc. should be of reputed ISI Marked manufacturers.



NIT No.: 224288

Date: 17.06.2022
ANNEXURE A

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

To
BHARAT HEAVY ELECTRICALS LTD
SOLAR BUSINESS DIVISION
Malleswaram, Bangalore-560 012. Ph: 080-22182344.

Ref: Tender No. : 224288

Date: 17.06.2022

Dear Sirs,

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

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

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

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

Yours faithfully
(Signature, date & seal of
authorized Representative
of the contractor)



NIT No.: 224288

Date: 17.06.2022
ANNEXURE B

UNDERTAKING BY THE TENDERER(S)
(To be submitted in the bidder's letter head)

NIT No.: 224288;

Date: 17.06.2022

We _____ (Name of the Tenderer) hereby declare that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender. Our offer is in confirmation to all the terms and conditions of the tender.

We also confirm that if once work is awarded to us, we are responsible for making the due payment of wage/salary to all our Labourers/staff along with all statutory payments in timely manner. In case of any default from our side in making payment as mentioned above, BHEL or BHEL authorized agency may make the salary/wage/lumpsum payment directly to our labourers/staff deployed by us and is authorized to recover the expenditure so incurred with processing charges from our Security Deposit/Bank Guarantee/ Running Bills. We further confirm that, we will be responsible for all statutory obligations (like Minimum wages, PF, ESI and Bonus etc.) towards our deployed manpower.

We also hereby agree that, at the end of every wage month, we will submit the wage details due to the manpower deployed by us to BHEL before 10th of next month.

Date:

Thanking you.
Yours faithfully,
(Signature, date & seal of
authorized Representative
of the contractor)

ANNEXURE C



NIT No.: 224288

Date: 17.06.2022

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

Declaration for deduction on account of loss of materials due to theft or pilferage
NIT No. : 224288 ; Date: 17.06.2022

Dear Sir,

We declare that as per tender conditions we are undertaking for any deduction on account of loss of material due to theft or pilferage during contract period. It is also declared that, in case of loss of any item by theft or pilferage we would have to take necessary action and comply with the formalities required under the law and order.

Date:

Thanking you.
Yours faithfully,
(Signature, date & seal of
authorized Representative
of the contractor)

ANNEXURE D

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

Sub: Timely Submission of performance security as security deposits for execution of this contract.
NIT No. : 224288 ; Date: 17.06.2022

Dear Sir,

We agree to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate+ 6%) for the delayed period, shall be submitted by us. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest".

Date:

For and on behalf of
M/s

ANNEXURE E



NIT No.: 224288

Date: 17.06.2022

CONDITIONS OF CONTRACT/ SPECIFICATION/ SCOPE OF WORK

NIT No. : 224288 ;

Date: 17.06.2022

It is hereby agreed by me/us that the BHEL General Conditions of Contract, Special conditions of contract, Scope of work and their subsequent amendments/ Additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL Conditions of Contract/ Specification/Scope for the work given in NIT which has been read, understood and accepted by me/us.

For and on behalf of
M/s

ANNEXURE F

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

Declaration for illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s)

NIT No. : 224288 ;

Date: 17.06.2022

Dear Sir,

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

Date:

For and on behalf of
M/s

ANNEXURE G



NIT No.: 224288

Date: 17.06.2022

TO WHOM SO EVER IT MAY CONCERN

Declaration of not blacklisted / under hold

NIT No. : 224288 ;

Date: 17.06.2022

This is to certify that our firm is not blacklisted / under hold from BHEL SBD Bangalore or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.

For and on behalf of
M/s

ANNEXURE H

NON DISCLOSURE CERTIFICATE

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

NIT No. : 224288 ; Date: 17.06.2022

I/We understand that BHEL SBD Bangalore is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....

who are submitting offer for providing services to BHEL SBD Solar site against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL Solar Business Division ____, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Solar Business Division, Bangalore.

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

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049¹ through its Unit at **BHEL, Solar Business Division, Bangalore** having agreed to exempt _____ (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee

is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.



This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE ((At least 3 months more than completion period)

⁷ DATE OF EXPIRY OF CLAIM PERIOD (At least 3 months more than the present date of validity of BG)

Notes:

1. The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.



PPP-MII Format

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO
MAKE IN INDIA ORDER

(To be submitted with the offer)

[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if
applicable [to be submitted on the letter head of the issuer.]Item Name: Site Establishment work at MAHAGENCO 50MW SPV Project site, Osmanabad,
Maharashtra for the duration of 8 months.: Tender Ref. No.: 224288Project: MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra ;Ref. No. :
224288**Applicable percentage of Local Content...(.....)**

(Bidder to indicate local content in percentage)

We have read and understood the provisions of “Public Procurement (Preference to Make in
India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent
modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of
Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of
India.

In line with the provisions of the PPP-MII Order,

We, M/s. [Enter the name of the Bidder]
[hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals
Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be
supplied by the Local Supplier for “**Site Establishment work at MAHAGENCO
50MW SPV Project site, Osmanabad, Maharashtra for the duration of 8 months in
Tender Ref. No.: 224288**”(Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by
the terms and conditions of the PPP-MII Order. Details of location at which local value
addition will be made is as follows:MAHAGENCO 50MW SPV Project site, Osmanabad, MaharashtraWe also understand, false declarations will be in breach of the Code of Integrity under Rule
175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be
debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with
such other actions as may be permissible under law. For and on behalf of, Date:

Authorized Signatory

(With Company Seal & Signature)

Note: This is a guiding format. In case the bidder submits the certificate in a format different
from the above, the same may be considered provided it meets the intent and purpose, as may
be ascertained by BHEL.

Electronic Funds Transfer (EFT) OR Paylink Direct Credit 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:			
1	Bank Name:		
2	Bank Address:		
3	Bank Telephone No:		
4	Bank Account No:		
5	Account Type: Savings/Cash Credit 9		
6	Code Number of Bank and branch on MICR cheque issued by I		
7	Bank swift Code(applicable for EFT only)		
8	Bank IFSC code(applicable for RTGS)		
9	Bank IFSC code(applicable for NEFT)		
A 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. B 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. C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation. D 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:		Telephone NO. with STD Code	
Designation:			
Company Seal			
Bank Certificate			
We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.			
Date: _____		Place: _____ Signature	
Please return completed form along with a blank cancelled cheque or photocopy thereof to:			
Bharat Heavy Electricals Ltd,			
Attn: Solar Business Division, Malleswaram,			
BANGALORE - 560 012			
In case of any Query, please call : 080-22182344 / _____			

Note: Keep referring BHEL E-procurement website for any updates on the NIT Addendum OR corrigendum. And no individual intimations will be given.

Section-3



NIT No.: 224288

Date: 17.06.2022

UNPRICED PRICE BID

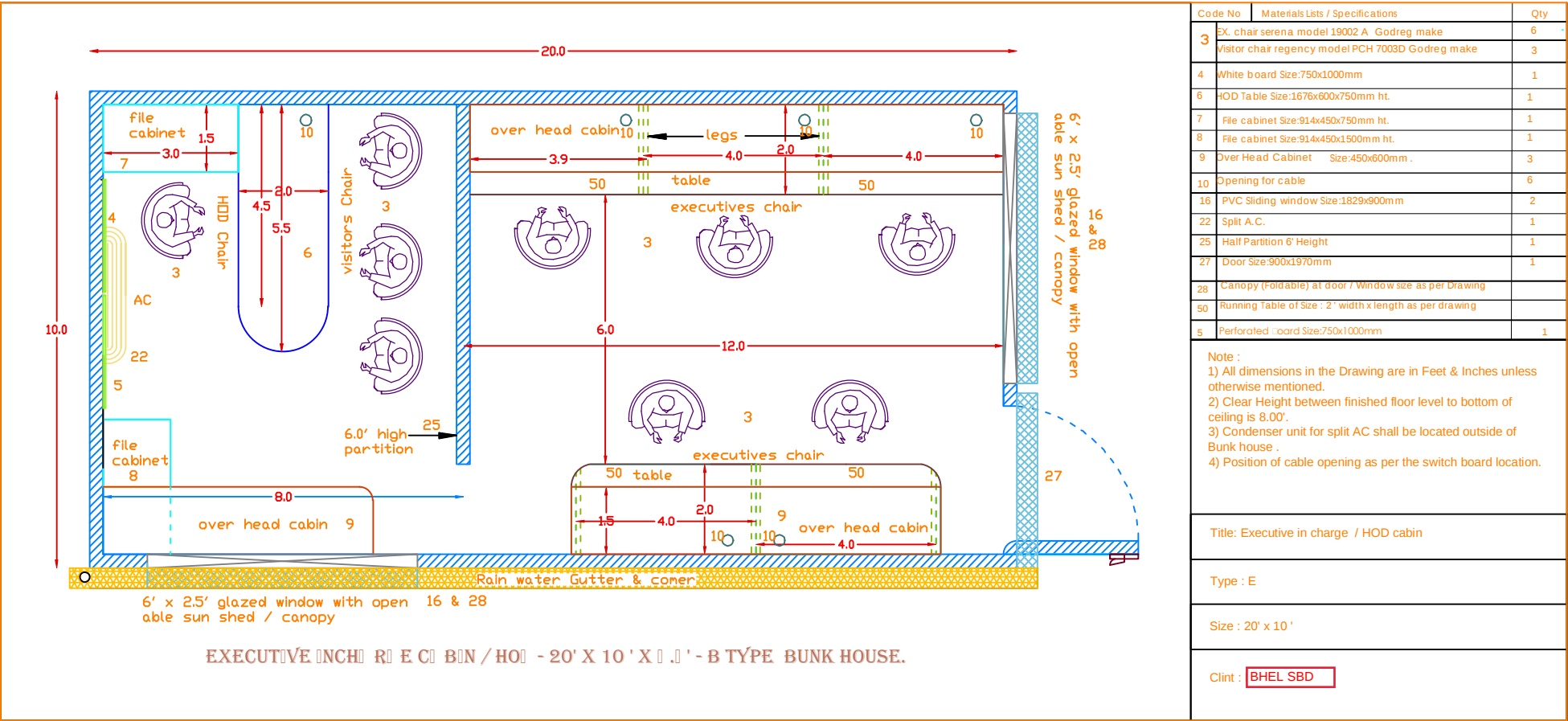
Percentage BoQ

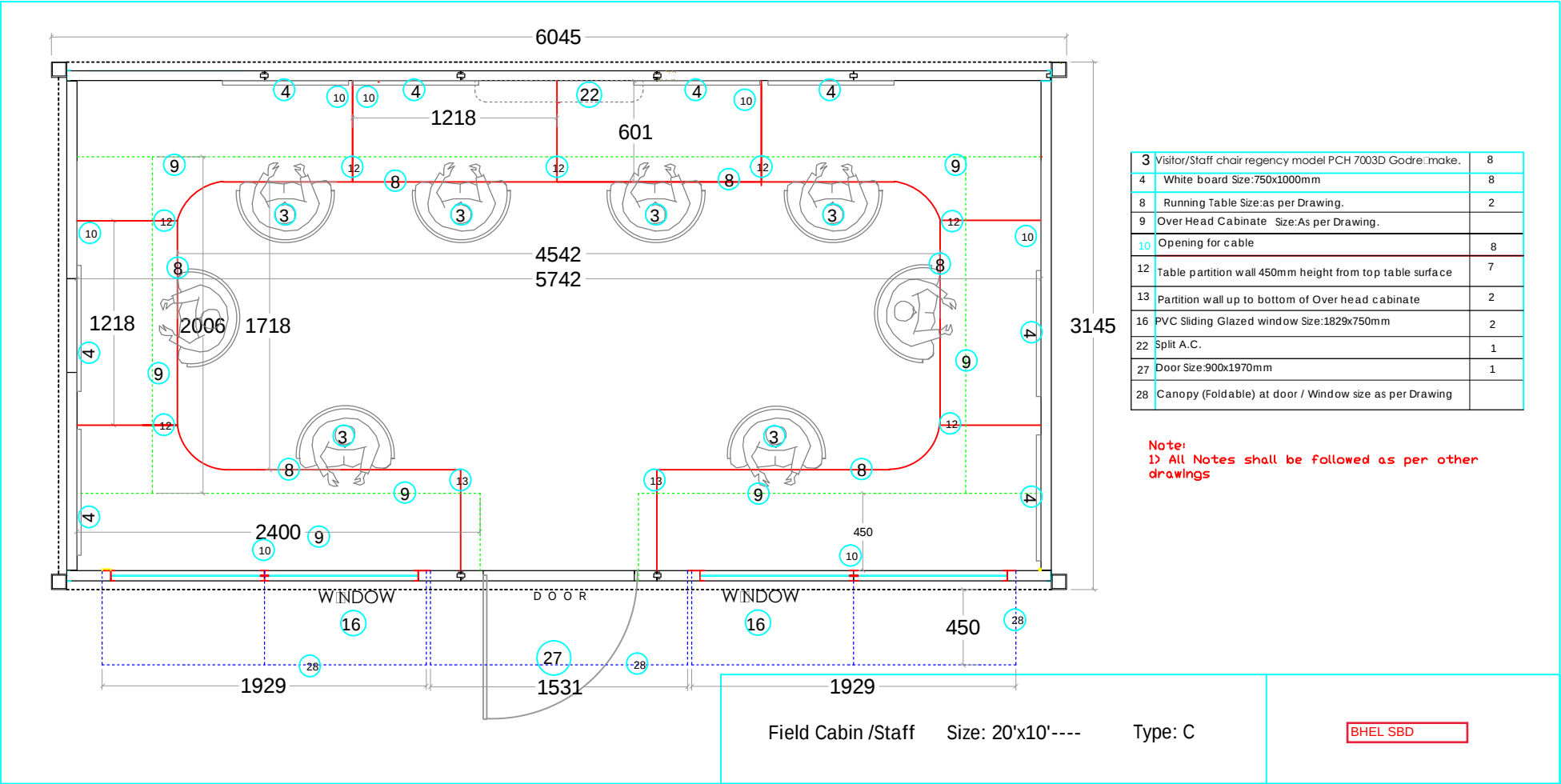
Tender Inviting Authority: SDGM

Name of Work: Site Establishment works at MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra for the duration of 8 months

Contract No: 224288

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Notes: 1. Bidders Quote percentage (%) is applicable to all BOQ line item rates uniformly. 2. For Sl. No. 1.07 & 1.14, actual quantities will be paid based on actual usage at site. 3. BHEL is having rights to operate/not to operate any of the above items depending on the requirement at site and payment will be made accordingly. Regarding date of commencement of each items/activities, intimation shall be given to vendor as per site requirement. 4. Office boys' monthly wages to be paid as per Minimum wage rate of Maharashtra state gov VDA Notification 5. HYDRA & FORKLIFT i.e. Sl. no. 1.09 & 1.10 WILL BE USED ON DAYWISE BASIS AND BILLED EVERY MONTH ON ACTUALS no. of days hydra is utilized.						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Site Establishment works at MAHAGENCO 50MW SPV Project site, Osmanabad, Maharashtra for the duration of 8 months					
1.01	Providing and fixing readymade western style toilet of size 3x4x8 feet cubical type with hard flooring with all accessories, fittings and fixtures with Septic tank -etc. Complete-Rate for 1 no. on Monthly rental basis	8	Nos.	1417.431	11339.45	INR Eleven Thousand Three Hundred & Thirty Nine and Paise Forty Five Only
1.02	Providing and installing Sintex tank -2000Litres capacity, including plumbing, motor etc. Water shall be filled in 1 No. sintex tank approx tankers per day or as per requirement on daily basis. MU no. of tankers	250	Days	245.065	61266.25	INR Sixty One Thousand Two Hundred & Sixty Six and Paise Twenty Five Only
1.03	Providing internet dongle of high-speed capacity-4G dongle 150Mbps speed with Unlimited data/month including monthly charges for 6 MONTHS	16	Nos.	181.665	2906.64	INR Two Thousand Nine Hundred & Six and Paise Sixty Four Only
1.04	Supply and installation of A4 Printer (Black and white) with scanner and Xerox facility (Brand - HP, Canon laser jet or equivalent) including cartridge refilling and maintenance. Rate for 2 nos. on Monthly rental basis	16	Nos.	1293.460	20695.36	INR Twenty Thousand Six Hundred & Ninety Five and Paise Thirty Six Only
1.05	Supply and installation of A3 Printer (Black and white) without scanner and Xerox facility (Brand - HP, Canon laser jet or equivalent) including cartridge refilling and maintenance. Rate for one no. on Monthly rental basis	8	Nos.	2248.785	17990.28	INR Seventeen Thousand Nine Hundred & Ninety and Paise Twenty Eight Only
1.06	Pantry, stove with gas (lunch & snacks) crockery set, Hot plate or equivalent to serve 10 people. Rate for 1 no. on Monthly rental basis	8	Nos.	464.086	3712.69	INR Three Thousand Seven Hundred & Twelve and Paise Sixty Nine Only
1.07	Drinking water in 20 L can as per site requirement	1200	Nos.	17.058	20469.60	INR Twenty Thousand Four Hundred & Sixty Nine and Paise Sixty Only
1.08	Office boy	16	Man Months	14988.100	239809.60	INR Two Lakh Thirty Nine Thousand Eight Hundred & Nine and Paise Sixty Only
1.09	Unloading of Materials, stacking and intra site shifting as per site I/C instructions by Hydra- 10 -15T as required. Diesel for machineries used, one supervisor with labour inclusive. Vehicle to be unloaded within one day of arrival without any additional cost to driver or transporter.	120	No. of days	3898.738	467848.56	INR Four Lakh Sixty Seven Thousand Eight Hundred & Forty Eight and Paise Fifty Six Only
1.1	Providing and supplying fork lift for unloading of materials, stacking as per site inchARGE instruction with labour along with one supervisor and diesel etc. complete.	120	No. of days	1856.542	222785.04	INR Two Lakh Twenty Two Thousand Seven Hundred & Eighty Five and Paise Four Only
1.11	Covered store shed with raised concrete platform of 300 mm height with GI Sheet roofing and side wall cladding to ensure water proofing. 600 sqm with 4 m height. Rate for 1 no. on Monthly rental basis (OR) Hiring of storage shed nearby site of equal space on rental basis. In this case cost of unloading at this storage shed and shifting to site location shall be under sl. No. 1.09 & 1.10 of above.	8	Nos	8147.354	65178.83	INR Sixty Five Thousand One Hundred & Seventy Eight and Paise Eighty Three Only
1.12	Providing Tea/Coffee and Snacks at site on daily basis for 10 persons at 2 locations	8	Months	14850.000	118800.00	INR One Lakh Eighteen Thousand Eight Hundred Only
1.13	1 No. Diesel generator set (New Kirloskar/cummins and other reputed brands, silent version) cabling to the load to be included. 2X 15KVA.	8	Months	6800.261	54402.09	INR Fifty Four Thousand Four Hundred & Two and Paise Nine Only
1.14	Supplying Diesel - @ 12 hours operation per day for 1 No. DG Set including transportation of diesel. Payment will be on market rate. Estimated @ 300 liters per month approximately.	2400	Ltrs.	103.610	248664.00	INR Two Lakh Forty Eight Thousand Six Hundred & Sixty Four Only
1.15	Providing and supplying 1.5 Ton AC container office of B-Type size 10x20 feet bunk house including furniture's etc. complete in respect to BHEL container drawing. Rate for 2 nos. on Monthly rental basis	16	Nos	11603.387	185654.19	INR One Lakh Eighty Five Thousand Six Hundred & Fifty Four and Paise Nineteen Only
1.16	Providing and supplying 1.5 Ton AC container office of C-Type size 10x20 feet bunk house including furniture's etc. complete in respect to BHEL container drawing. Rate for 1 no. on Monthly rental basis	8	Nos	11603.387	92827.10	INR Ninety Two Thousand Eight Hundred & Twenty Seven and Paise Ten Only
1.17	Providing and supplying Desktop/Laptop with following configuration Win10 operating system with minimum 8GB ram, 512GB SSD storage, Intel core i5 latest generation, 15th inch or above full HD screen, licenced antivirus. On rental basis for eight month. Rate for 3 nos. on Monthly rental basis	24	Nos	2225.621	53414.90	INR Fifty Three Thousand Four Hundred & Fourteen and Paise Ninety Only
Total in Figures					1887764.580	INR Eighteen Lakh Eighty Seven Thousand Seven Hundred & Sixty Four and Paise Fifty Eight Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words			INR Zero Only			







GENERAL CONDITIONS OF CONTRACT

**SOLAR BUSINESS DIVISION
BHARAT HEAVY ELECTRICALS LIMITED**
(A Govt. of India Undertaking)
PROF. CNR RAO CIRCLE, IISc POST
MALLESHWARAM
BANGALORE - 560012

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CHAPTER -1

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 overwriting 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 thereof.

1.7. AUTHORIZATION 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 favour 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 fulfil 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, NEW DELHI – 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 SOLAR BUSINESS DIVISION, Prof. CNR Rao Circle, IISc Post, Malleshwaram, Bangalore - 560012
- 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.*
- xvii) *“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment's to the entire satisfaction of BHEL.*
- xviii) *“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.*
- xix) *“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.*
- xx) *“MONTH” shall mean calendar month unless otherwise specified in the Tender.*
- xxi) *Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A week shall mean continuous period of seven (7) days.*
- xxii) *“COMMISSIONING” shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.*
- xxiii) *“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.*
- xxiv) *“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.*
- xxv) *‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum 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*
- xxvi) *“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender*
- xxvii) *“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*

xxviii) "TERMINATION" of Contract shall mean the premature 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-incharge.

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.

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 fulfilment 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 fulfil any of his obligations. BHEL shall levy overheads of 35% on all such payments.

2.7.6 While every endeavour 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 demobilize 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/PENALTY

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 1974, 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, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour 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.

The contractor shall produce the following registers and forms:

- Form XIII- Register of work men employed by contractor(Rule 75)
- Form XIV- Employment Card issued by contractor(Rule 76)
- Form XVI- Muster Roll (Rule 78(1) (a)(i))

- Form XVII- Register of Wages (Rule 78(1) (a)(i))
- Form XVIII- Register of wages cum Muster Roll(in case of weekly payment)
- Form XIX- Wage slip (Rule 78(b))
- Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))
- Form XXI- Register of files Rule 78(1) (a)(ii))
- Form XXII- Register of Advance Rule 78(1) (a)(ii)) x Form XXIII- Register of Overtime Rule 78(1) (a)(iii))
- Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))

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 Engineering-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 work 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.

2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme 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.

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.

2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)

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

2.12.2 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.

2.12.3 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

2.12.4 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

2.12.5 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

2.13 QUANTITY VARIATION

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

2.14 EXTRA WORKS

2.14.1 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.

2.14.2 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.

2.14.3 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.

2.14.4 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

2.14.5 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 manhour 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

2.14.6 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.

2.14.7 Extra Works for Civil Packages shall be regulated as follows

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived, Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

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

2.15 SUPPLEMENTARY ITEMS

2.15.1 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

2.15.2 For Civil Works

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14

ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13

iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor. iv) PVC and ORC will not be applicable for (i) above.

2.16 STRIKES & LOCKOUT

2.16.1 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%

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

2.17 FORCE MAJEURE

The following shall amount to Force Majeure: -

2.17.1 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.

2.17.2 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.

2.18 ARBITRATION & RECONCILIATION

2.18.1 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

2.18.2 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.

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

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

2.19 PAYMENTS

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

2.19.1 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*

2.19.2 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*

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.20.1 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.

2.20.2 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.

2.21 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.

2.22 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.

2.23 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.

2.24 OTHER ISSUES

2.24.1 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.

2.24.2 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.

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

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