



BHARAT HEAVY ELECTRICALS LIMITED
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol. I

NOTICE INVITING TENDER

1. BHEL/ SBD (A Govt. of India Enterprise) invites Tender for engaging a Contractor for **Obtaining New Factory License for PV cell line building in EDN Premises located at Mysore Road, Bangalore.**
2. Sealed Bids are invited under single stage two part bid system from the competent agencies with sound technical and financial capabilities, fulfilling the qualifying requirements stated in the tender documents.
3. Interested and eligible parties may study the tender documents carefully visit the works to understand the scope and nature of work, discuss and clarify doubts if any and offer their bids.
4. The salient features of tender documents are as follows:
5. The complete Tender documents consists of the following: Tender document- Part 'A' (Consists of Volume-I, Volume-II) and Part 'B'.
6. The tender documents are available in the website of BHEL **www.bhel.com**. Those who wish to download the same may do so. **Corrigendum if any will be published in BHEL web site only.**
7. In case, tender documents are requested by post, BHEL-SBD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the agencies request or receipt of tender documents by the agency.
8. **Reverse Auction is not applicable for this work.**

For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. Pradeep Kumar Pandit, Dy. Manager / Works Engineering Contract, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: pkpandit@bhel.in

Ph. No. +91-080-22182221

or

Mr. P C Baro/ Works Contract Cell, BHEL-SBD,
Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: pradipcbaro@bhel.in

Ph. No. +91-080-22182142

(iii) Technical:

Mr Partha Datta/HR

BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012

E-MAIL: parthadatta@bhel.in

Ph. No. +91-080 22182479

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1.	GENERAL INFORMATION
2.	SCOPE OF WORK
3.	ELIGIBILITY CRITERIA
4.	PAYMENT TERMS
5.	ANNEXURES



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1.	General Information	
1.1.	Tender Reference Number :	145931
1.2.	Tender Name:	Obtaining New Factory License for PV cell line building in EDN Premises
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	Service Contract
1.5.	Estimated Value of Contract	Not Applicable
1.6.	Duration of Contract	Three Months
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	Not Applicable.
1.9.	Security Deposit	Not Applicable
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com
1.13.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com
1.15.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com
1.16.	Tender Submission Place	BHEL-SBD WEX TENDER BOX kept outside tender room (Bidder to ensure to put tender bids in specified place & box, BHEL-SBD will not be responsible if bids submitted in other than specified place and tender box)
1.17.	Tender Opening Place	BHEL-SBD, Tender room, opposite to IISC, Prof. CNR Rao circle, Malleswaram, Bengaluru-560012
1.18.	Dealing Officer (For any Clarifications)	Pradeep Kumar Pandit, Dy. Manager – Works Contract Cell Contact No.: 080-2218-2221 Email: pkpandit@bhel.in
1.19.	Revers Auction	Not applicable
2.	SCOPE OF WORK	
2.1.	Details as per Annexure- I.	
3.	ELIGIBILITY CRITERIA	
3.1.	The Vendor Should Produce proof of Work Order for obtaining approval related to addition/deletion of Factory License from Director of Factories	
3.2.	The bidder shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.	
3.3.	There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.	
3.4.	The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.	
3.5.	In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.	



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3.6.	If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
4.	<u>PAYMENT TERMS</u>
4.1.	Immediately, on completion of Job, invoice to be submitted for release of payment
5.	<u>Annexures</u>
5.1	Detailed Scope of Work – Annexure I
5.2	Techno-commercial Bid Application – Annexure II
5.3	Bidder Information – Annexure III
5.4	Declaration by Bidder-I – Annexure IV
5.5	Deviations Sheet- Annexure V
5.6	Unpriced BID and HSN / SAC Codes – Annexure- VI
6.7	Border Sharing



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ANNEXURE– I : SCOPE OF WORK

Preparation of Building layout & Equipment drawings and obtaining approval for New Factory License from the Statutory Authority with Scope of the Work detailed as follows:

- 1.Preparation drawing for Building No. 18 & 35. Plan, Elevation and Section
- 2.Preparation of Machinery Layout taking physical measurement for building 18 & 35
- 3.Preparation of drawing as per Factories Act
- 4.Issuing Stability Certificate
- 5.Preparing blue prints
- 6.Preparation of Form-01 and Form-02
- 7.Submission of Documents, Follow-up and obtaining License from Inspector of Factories for Plan approval, Registration and Renewal work.



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ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION

To,

Dy. Manager / WC
Bharat Heavy Electricals Limited
Solar Business Division,
IISc Post, Malleswaram,
Bengaluru – 560 012

Dear Sir,

I / We hereby offer to carry out the work “**Obtaining New Factory License for PV cell line building in EDN Premises**”.

I /We have carefully perused the all the clauses mentioned in NIT and agree to abide with the same.

1. Notice Inviting Tender – Part A Volume 1
2. Notice Inviting Tender – Part A Volume 2
3. Price Bid Format - Part – B

I/ We further agree to execute all the works referred to in the said documents.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer

Date:



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ANNEXURE – III: 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 - Clause 3.6	
	Relative 1	
	Relative 2	
	Relative 3	



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ANNEXURE – IV, BIDDER DECLARATION

I, -----, aged-----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases/Civil/Labor pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 58 years and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification.
- (xii) I shall employ and deploy suitable qualified personnel for supervision of the work in each shift and additionally as required for monitoring compliance to process requirements and compliance to contract terms & conditions.
- (xiii) I have completely understood the scope of work and submit my agreement to carry out the work as per mentioned in Tender document.

[Signature with Name & seal of the Tenderer]

Date :

Place :



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ANNEXURE V: DEVIATION SHEET

Sl. No.	Volume	Part/Clause Sl no.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder- _____ nos.

BIDDER'S SIGN & SEAL

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned in DEVIATION SHEET only for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.



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Annexure-VI – Unpriced Bid, SAC / HSN Codes

Following format is for information only. Price bid format PART-B is to be submitted in separate cover ONLY.

SL. No	Description of work	Total cost for the job
(1)	Preparation of Building layout & Equipment drawings and obtaining approval for New Factory License from the Statutory Authority	Rs _____
(2)	HSN Code : _____ Applicable GST : _____%	Rs _____
(3)	TOTAL = (1) + (2)	Rs _____

Note: Bidder to indicate “quoted” in total cost column. Bidder shall not indicate price in this format.

(Compliance to be submitted in the bidder's letter head)
(as applicable)

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

Item Name :	
Enquiry No. :	
Project :	

We M/s._____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

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

For and behalf of _____ (Name of the bidder)

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

(Compliance to be submitted in the bidder's letter head)
(as applicable)

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

Item Name :	
Enquiry No. :	
Project :	

We M/s._____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Evidence of valid registration by the Competent Authority is attached.

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

For and behalf of _____ (Name of the bidder)

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



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VOLUME - II

1.	INSTRUCTION TO BIDDER
2.	EARNEST MONEY DEPOSIT (EMD):-Not Applicable
3.	SECURITY DEPOSIT (SD) :):-Not Applicable
4.	NON DISCLOSURE AGREEMENT
5.	CONFIDENTIALITY
6.	STATUTORY REQUIREMENTS
7.	PERIOD OF CONTRACT
8.	FAILURE TO COMPLY WITH CONTRACT
9.	SUB-CONTRACTING
10.	LAWS GOVERNING THE CONTRACT
11.	LEGAL JURISDICTION:
12.	ARBITRATION & CONCILIATION:
13.	COMPENSATION:
14.	PENALTY/ LD FOR DELAYED DELIVERY
15.	CONCILIATION CLAUSE – Annexure IA-Not applicable
16.	MAKE IN INDIA CLAUSE
17.	FORMATS



1.	INSTRUCTION TO BIDDER
1.1.	Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below: - Part 'A': Techno-commercial Bid duly sealed and signed to be submitted in sealed cover enabling us to open on tender due date. - Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.
1.2.	Envelope 1: Techno-Commercial Bid. Envelope Super-scribed with "Part 'A' Techno-commercial Bid" with Tender name, Tender Reference Number and Due date. : Documents in Envelope 1: - Duly completed tender documents volume I&II sign and Sealed. - Each and every page of tender documents should be sealed signed. - Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT. - Any other documents as per Tender requirements. - The tenderer shall not indicate the price or rate in the PART-A (in unpriced bid format): Techno-commercial bid. Envelope 2: Part 'B': Price-Bid. Envelope Super-scribed with "Part 'B' Price Bid" with Tender name, Tender Reference Number and Due date. - Price Bid with Rate quoted for all items, Duly Sign and Sealed. Note: - The price/rate should be quoted in figures as well as words. Part 'B' – the Price Bid should not carry any conditions. Price / Rate should be quoted in clear terms in the format given by BHEL.
1.3.	The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
1.4.	The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for price bid opening.
1.5.	The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer (as a token of acceptance). Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
1.6.	The tenderer should submit the tender documents intact without detaching any page or pages
1.7.	Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
1.8.	Tender documents consisting of Part 'A' Volume I & II, Part 'B' duly sealed and signed in another envelope super-scribed as "Tender name, tender reference number and Due date" and should be deposited in BHEL-SBD WEX TENDER BOX kept outside Tender room (near Reception office) so as to reach on or before specified Tender opening date and time. The tender documents may also be sent either by registered post/speed post/courier so as to reach P K Pandit, Dy. Manager/Works contracts, BHEL-SBD, Prof. CNR Rao circle, IISC post, Malleswaram and Bengaluru-560012 on or before said date and time. Part 'A' Volume I & II of tender form i.e. PQR and Techno-commercial Bid will be opened on specified Tender Due Date and Time in the presence of tenderers or their representatives who wish to be present for the tender opening. Bidders who qualify the PQR & Techno-commercial Bid will be intimated to attend Tender opening of Part 'B'- Price Bid at the date notified.
1.9.	BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate



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	effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
1.10.	PRICE BID – Tenderers are required to submit their quotation for all items listed in Price bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirements so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.
1.11.	VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A)
1.12.	Rates should be quoted in Indian Rupees and Paisa only.
1.13.	BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
1.14.	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
1.15.	Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
1.16.	Tender document should be complete in all respects.
1.17.	The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection.
1.18.	Tenders not submitted in the prescribed forms are liable for rejection.
1.19.	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
1.20.	If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
1.21.	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
1.22.	Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes.
1.23.	Evaluation of Bids
1.24.	Techno-Commercial Bid & PQR: The techno-commercial bid & PQR will be evaluated based on the eligibility criteria and on acceptance of NIT terms and conditions of BHEL. Only qualified bids will be eligible for price-bid opening .
1.25.	Evaluation of Price-Bids: - 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 minus tax credit, if, any) - In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderer
4.	NON DISCLOSURE AGREEMENT. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format in compliance to Information Security Management System.
5.	CONFIDENTIALITY: The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
6.	STATUTORY REQUIREMENTS:
6.1.	The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
6.2.	The Income tax as applicable will be deducted from the bill of the contractor. GST – TDS will be done @ 2% for all



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	contracts with value above 2.5 Lakhs (excluding taxes).
7.	<u>PERIOD OF CONTRACT</u>
7.1.	Duration of contract is as mentioned in the General Information of NIT
7.2.	The contract shall be, initially, for the period as mentioned in NIT – General Information from the date of award of contract. The parties, if mutually agreed upon, may extend the period of contract for a further period on the same terms and conditions-
7.3.	The parties are at liberty to terminate the Agreement by giving three calendar months' notice in writing and the loss if any caused to the other party due to termination of contract shall be compensated by the party terminating it.
8.	<u>FAILURE TO COMPLY WITH CONTRACT</u>
8.1.	Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
8.2.	In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.
8.3.	In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Tenderer.
9.	<u>SUB-CONTRACTING</u>
9.1.	The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.
10.	<u>LAWS GOVERNING THE CONTRACT</u>
10.1.	The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
10.2.	All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
10.3.	All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator.
11.	<u>LEGAL JURISDICTION:</u>
11.1.	In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL - SBD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-SBD is situated and no other court shall have the jurisdiction.
11.2.	<u>CARTEL FORMATION:</u> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
12.	<u>ARBITRATION & CONCILIATION:</u>
12.1.	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Solar Business Division.



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12.2.	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties
12.3.	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bengaluru.
12.4.	The cost of arbitration shall be borne as per the award of the Arbitrator.
12.5.	Subject to the arbitration in terms of 11.3, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
12.6.	Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
13.	COMPENSATION:
13.1.	“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites. c) Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs) (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs) d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee’s Compensation Act, 1923.”
14.	PENALTY/ LD FOR DELAYED DELIVERY: Work to be completed in Three months from the date of Work order. Penalty @ 0.5 % per week, subject to maximum of 10% of Contract value for the delay in obtaining License
15.	CONCILIATION CLAUSE – Annexure IA- Not applicable
16.	MAKE IN INDIA CLAUSE
16.1.	i. For this procurement, Public Procurement (Preference to MAKE IN INDIA) Order 2017 Dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry shall be applicable. Even if issued after issue of this NIT but before finalization of contract WO against this NIT. ii. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement same shall be applicable .
17.	FORMATS
17.1.	Third Party Non-Disclosure Agreement (NDA) format
17.2.	EFT Format



**BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol II**

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this _____ day of _____ 20 .

Name

Company

Signature



BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – B)

PRICE BID FORMAT

Following format is for information only. Price bid format PART-B is to be submitted in separate cover ONLY.

SL. No	Description of work	Total cost for the job
(1)	Preparation of Building layout & Equipment drawings and obtaining approval for New Factory License from the Statutory Authority	Rs _____
(2)	HSN Code : _____ Applicable GST : _____ %	Rs _____
(3)	TOTAL = (1) + (2)	Rs _____

Sign and Seal of Bidder