2026

BHARAT HEAVY ELECTRICALS LIMITED SOLAR BUSINESS DIVISION, BENGALURU TENDER DOCUMENT

Name: TG Pragadeesh

Designation: Sr.Manager/WCC

BHEL- SBD, Bengaluru

Bidder's signature with date and seal

TENDER DOCUMENT
VOLUME - I

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Bidder's signature with date and seal

1.	**General Information**		
1.1.	Tender Reference Number:	TGPWCC0092 (NIC TENDER ID 2026_BHEL_60006_1)	
1.2.	Tender Name:	Operation and Maintenance works of GNFC 10 MW SPV Power Project at Charanka Gujarat	
1.3.	Location of Site	GNFC 10 MW Charanka site, Gujarat	
1.4.	Tender System	Single Stage, Two Part Bid (through BHEL GePNIC) Part-I-Technical Bid-Tender NIT includes Volume-I, Technical specification, GCC. Part-II-Financial Bid- Tender Price bid.	
1.5.	Tender Type	Open Tender - One-time contract	
1.6.	Estimated Value	INR 2,84,52,373.43 (Rupees Two Crore Eighty Four Lakh Fifty Two Thousand Three Hundred Seventy Three and Forty Two Paise) including GST.	
1.7.	Duration of contract	60 Months* *(From 07 days from the Work order date up to 31.03.2031)	
1.8.	Qualifying Requirement	Overall contract value will be considered for each similar work irrespective of the O&M / I&C value. As evidence to this, the vendor shall submit (a) Copies of work orders from the clients, (b) Completion Certificate from client/ client certified invoice.	
1.9.	Earnest Money Deposit to accompany Tender	Applicable INR 2.00 Lakhs	
1.10.	Security Deposit	Applicable 5% of Contract Value	
1.11.	Price Variation Clause (PVC)	Not Applicable.	
1.12.	Reverse Auction	Applicable	
1.13.	Dealing Officer (For any Clarifications)	(i) Commercial Mr. Pragadessh T G Sr. Manager – Works Contract Cell Contact No.: 080-2218-2232 Email: pragadeeshtg@bhel.in	(ii) Commercial Mr. V.M.Ganigi Sr. DGM – Works Contract Cell Contact No.: 080-2218-2269 Email: vmganigi@bhel.in
		(i) Technical: Mr. Mukesh Toppo / Manager PV O&M E-Mail: mukeshtoppo@bhel.in	(ii) Technical: Mr. Sandeep Anand / Sr.Manager PV O&M E-Mail: sanand@bhel.in Phone: +91- 9560666707

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		Phone: +91- 9486483649
1.14.	Bid participation note	Firms debarred/Banned by BHEL are not eligible to participate in the tender. Any bidder on whom Show Cause Notice / Risk & Cost action initiated/action due to non-performance implemented, are not eligible for participation in this tender. The tender envelope submitted by such a firms/ bidder will not be considered for evaluation and no communication in this regard will be entertained.
1.15.	Site Visit Requirement	Applicable. Annexure VIII to be submitted
1.16.	Pre-Bid meeting	Meeting link: https://bhel.webex.com/bhel/j.php?MTID=me52e8bf524347e16316c63cfcdfe69fe Meeting number: 2518 593 9469 Meeting password: SMmuVazf258 Meeting Date 28.04.2026 14:00 hrs.
1.17.	Splitting	Not Applicable
2.	**SCOPE OF WORK**	
2.1.	As per technical specification attached	
3.	**PRE- QUALIFICATION CRITERIA**	
3.1.	Pre-Qualification criteria for bidder (i.e. past experience/ performance, financial soundness, technical competence) as below: **Pre-Qualification Criteria: (Technical)** **I.** Bidder who wish to participate should have experience of successfully completed "Similar Work" during last **SEVEN** years ending last day of the month previous to the one in which applications/ tenders are invited. "Similar Works" as above means: "Similar works" is defined as contract which includes Operation and Maintenance / Electrical Installation & Commissioning of Power Plants / Sub Stations of voltage level 33KV and above, in India. Overall contract value will be considered for each similar work irrespective of the O&M / I&C value. As evidence to this, the vendor shall submit (a) Copies of work orders from the clients, (b) Completion Certificate from client/ client certified invoice. One similar work of value not less than 80% of estimated value **INR 2,27,61,898.74 including GST** (OR) Two similar works of value each not less than 50% of estimated value **INR 1,42,26,186.71 including GST**	

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	(OR) Three similar works of value each not less than 40% of estimated value **INR 1,13,80,949.37 including GST**. **II.** Bidders who wish to participate should have experience of successfully completed "similar works" during last seven years ending last day of the month previous to the one in which applications/ tenders are invited should be fulfilling either of the following: **Note:** **i.** Bidder to submit relevant documents as proof of completion or execution of work like P. O with bills ack. Or certified note/email by third party/ customer etc. to establish that amount of work is completed and is of similar work as mentioned in. **iii.** BHEL reserves the right to verify the documents submitted by the bidder. During verification, if it is found fake/forged/manipulated, suitable penal action shall be taken against bidder as per extent guidelines of BHEL for suspension of business dealing.
3.2.	**Financial PQC:** Average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year, should be at least **INR 85,35,712.03 including GST**. Audited Balance sheet and profit& Loss account OR Turn over Certificate from Chartered Accounted to be enclosed for the FY 22-23 23-24 and 24-25 along with ITR.
4.	**OTHERS ELIGIBILITY CRITERIA**
4.1.	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.
4.2.	A copy of GST to be submitted.
4.3.	Bidder to submit declaration for obtaining the essential license under Contract Labor (Regulation & Abolition) Act 1970 after award of work. Form-5 will be issued to successful bidder by BHEL for applying the license. Successful bidder has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.
4.4.	Bidder should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that bidder is independently registered as an employer under ESI to be produced.
4.5.	Bidder should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that bidder is independently registered as an employer PF to be produced.
4.6.	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

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	organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.
4.7.	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.
4.8.	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.
4.9.	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.
5.	PRICE VARIATION CLAUSE (PVC): Not Applicable
6.	**PAYMENT TERMS**
6.1.	"BHEL Payment terms as per GCC." Payment will be done per visit after completion of work and submission of invoice, based on successful completion of Maintenance Activities certified by User department. The bill along with any other document/s as required by BHEL's representative should be submitted to BHEL every month during the contract period. BHEL Standard payment terms appicable Payment time line shall be 45 days for Micro & Small Enterprises (MSEs), 60 days for Medium Enterprises and 90 days for Non-MSME bidders from date of certification of invoice/bill. All payments will be made through BHEL SUVIDHA Portal.
6.2.	The Contractor shall initially pay the wages, Bonus and other allowances of his workmen/deployed before 7th of the succeeding month and then claim reimbursement from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department.
6.3.	The Contractor shall file the electronic return of PF/ESI and submit proof of payment of both the employers' and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month). Contractor shall submit the challan along with copy of a self-certified list of workmen/deployed guards (bearing their names and PF/ESI No. and deductions made) for whom the contribution has been submitted by him for the said period.
6.4.	Micro &Small Enterprises (MSEs) and Medium Enterprises can also avail the benefits of payments through TReDS platforms. Currently BHEL is empaneled with M/s RXIL, Invoicemart - M/s A.TREDS Ltd. & M/s M1xchange for payments through TReDS platforms.
7.	**Annexures**
7.1	Detailed Scope of Work – Annexure I
7.2	ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION

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7.3	Bidder Information – Annexure III
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7.10	Conflict of Interest among Bidders/ Agents- Annexure X
7.11	Splitting of quantity between L1 & L2 – Annexure XI
7.12	MSME declaration of the ownership status – Annexure XII
8.	**MSEs bidders to note the following:**
8.1	~~Bidders are requested to update their MSEs status in GeM before quoting. BHEL shall not be responsible for denial of benefits passed on account of MSEs status not being updated in GeM. The outcome of GeM is final and binding regarding MSEs status. Even if bidders have submitted valid UDYAM certificates along with offer but not updated in GeM portal, their status shall not be considered as MSEs. It is the bidder's responsibility to get themselves registered in GeM portal as MSEs. If not done, the MSE status as per GeM shall be considered and tender shall be processed accordingly.~~
8.2	Micro & Small Enterprises (MSEs) and Start-ups can avail the **EMD exemption benefits** and MSEs can avail **purchase preference** only if they submit along with the offer, copy of Valid UDYAM Certificate. Non-submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency is observed in the above required documents or all required documents are not submitted before price bid opening.
8.3	MSE vendors quoting within a price band of **L1 + 15%** shall be allowed to supply 100 % of the requirement against this tender provided: 1. The MSE vendor matches the L1 price. 2. L1 price is from a non MSE vendor. 3. L1 price will be offered to the vendor nearest to L1 in terms of price ranking (L2 – nearest to L1). In case of non-acceptance by the MSE vendor (L2), next ranking MSE vendor will be offered who is within the L1+ 15% band (if L3 is also within 15% band).
8.4	In this tender considering the nature of service being critical in nature, the **exemption of Experience and Turnover criteria** for MSEs and Start-ups are Not Applicable.
8.5	In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
8.6	**NO INTEREST PAYABLE TO CONTRACTOR**

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	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
8.7	Deleted
8.8	8.8.1 **"Force Majeure"** shall mean circumstance which is: a) beyond control of either of the parties to contract, b) either of the parties could not reasonably have provided against the event before entering into the contract, c) having arisen, either of the parties could not reasonably have avoided or overcome, and d) is not substantially attributable to either of the parties And Prevents the performance of the contract, Such circumstances include but shall not be limited to: i) War, hostilities, invasion, act of foreign enemies. ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity. vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc. vii) Epidemic, pandemic etc. 8.8.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship. 8.8.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event. 8.8.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is

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	prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event. 8.8.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure. 8.8.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure
8.9	**INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION** In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.
8.10	INSURANCE: i. BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning. ii. It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor. iii. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities. iv. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.
8.11	**LIMITATION ON LIABILITY:**

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	"Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."
8.12	**Commission for Employment** 8.12.1 The Contractor hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its workforces/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Contractor further agrees that it will not indulge in any unethical practices and acknowledges that any noncompliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case BHEL shall have the right to take appropriate independent actions including termination of the Contract and actions as deemed fit. 8.12.2 After award of contract, if the Contractor is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Contractor will be blacklisted. Any amount received from its manpower as registration or any fees by the Contractor will be recovered from the pending bills and will be paid directly to the concerned manpower.
8.13	The following codes are notified by Govt of India on 21.11.2025. 1. Implementation of Industrial Relations Code, 2020 2. Implementation of Code on Wages, 2019 3. Implementation of Occupational Safety, Health and Working Conditions Code, 2020 4. Implementation of Social Security Code 2020 Bidders shall submit their offers duly considering all and latest Government Labours codes, Rules and regulations which shall be applicable during the validity of the Contract as and when they get implemented.
8.14	**INTEGRITY PACT** (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SL NO	IEM	EMAIL
1	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in

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3	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three-part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. **In other words, entering into this Pact would be a preliminary qualification.**

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s): (1) Mr.T.G.PRAGADEESH Deptt: SM/WCC Address: BHEL SBD BENGALURU Phone: 080-22182218 Email: pragadeeshtg@bhel.in	(2)Name:Mr. V M GANIGI Deptt: SDGM/WCC Address: BHEL SBD BENGALURU Phone: 080-22182269 Email: vmganigi@bhel.in

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7.1 ANNEXURE – I: SCOPE OF WORK

Refer following attached documents:
1) Scope of Work Cum Technical Specification As per Annexure-I enclosed

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7.2 ANNEXURE – II TECHNO-COMMERCIAL BID APPLICATION

To,

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

Dear Sir,

I / We hereby offer to carry out the contract for **"Operation and Maintenance works of GNFC 10 MW SPV Power Project at Charanka Gujarat"**

I /We have carefully perused the all the clauses mentioned in NIT (Complete Tender documents and other T&C) and agree to abide with the same.

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:

Bidder's signature with date and seal

7.3 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 4.8	
	Relative 1	
	Relative 2	
	Relative 3	

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7.4 ANNEXURE – IV: CHECKLIST OF ENCLOSURES

S. No.	DETAILS REQUIRED	Requirement fulfilled (Yes / No / NA/ Value)	Whether proof / document enclosed (YES / NO)
1	Documentary Evidence as per Clause 3.1		
2	Declaration as per cl. 4.3		
3	Copy of GST (under Cl. 4.2)		
4	Average turnover of last 3 years - Clause 3.2		
4A	GeM Seller ID		
5	PAN No. - Clause 4.1		
6	ESI -Clause 4.4		
7	PF- Clause 4.5		
8	Non-Disclosure Agreement		
9	EMD Details (DD No., Amount, Date & Bank)		
10	Annexure I to X		

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7.5 ANNEXURE – V: BIDDER DECLARATION - I

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 have understood and accepted the payment terms of BHEL as per Cl.6	
5	I am responsible for the safety of workmen deployed and agree to fulfil the requirements as per tender terms	
6	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.	
7	I have carefully read the Tender Terms and Conditions and I submit my agreement for the same.	
8	Signed and submitted the deviations sheet	

Bidder's signature with date and seal

7.6 ANNEXURE – VI, BIDDER DECLARATION - II

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 60 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.

[Signature with Name & seal of the Tenderer]

Date :
Place :

Bidder's signature with date and seal

7.7 <u>ANNEXURE VII Unpriced BID - (for Reference only):</u>

Name of Work: Operation and Maintenance works of GNFC 10 MW SPV Power Project at Charanka Gujarat

SL.No	Service Code	Description	Quantity	UOM	Unit Price	Crcy	Total Price
10	E3005783	Water cleaning of solar modules	180	CYC	20,701.97	INR	37,26,354.60
20	E3005784	Supply of water using tankers	1,200	AU	720.09	INR	8,64,108.00
30	E3005785	Grass cutting - maintenance of plant	60	MON	57,606.83	INR	34,56,409.80
40	E3005787	Deployment of Security persons (Armed)	180	MON	13,195.00	INR	23,75,100.00
50	E3005789	Deployment of Security persons	180	MON	12,935.00	INR	23,28,300.00
60	E3005788	Management of complete O & M activities	60	MON	32,728.54	INR	19,63,712.40
70	E3005790	Plant Operation works	60	MON	25,314.94	INR	15,18,896.40
80	E3005791	Preventive & Breakdown maintenance	60	MON	44,360.37	INR	26,61,622.20
90	E3005792	General maintenance works	60	MON	13,479.29	INR	8,08,757.40
100	E3005793	Annual maintenance	5	YR	86,648.48	INR	4,33,242.40
110	E3005794	Annual testing and calibration of 66 kV	5	YR	84,480.02	INR	4,22,400.10
120	E3005795	Annual testing and calibration of 33 kV	5	YR	54,233.41	INR	2,71,167.05
130	E3005796	Calibration of Weather Monitoring Equips	5	YR	44,898.01	INR	2,24,490.05

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SL.No	Service Code	Description	Quantity	UOM	Unit Price	Crcy	Total Price
140	E3005797	Checking and re-filling of Fire extingui	5	MON	19,629.15	INR	98,145.75
150	E3005798	Maintenance and Servicing of Airconditio	5	MON	9,263.20	INR	46,316.00
160	E3005799	Painting of all metal structures	5	YR	17,674.10	INR	88,370.50
170	E3005800	Painting of Main Control room building	1	AU	1,06,508.62	INR	1,06,508.62
180	E3005801	Maintenance of Roads and drains	5	YR	1,60,368.89	INR	8,01,844.45
190	E3005802	Re-carpeting of the road surface	1	AU	7,63,661.22	INR	7,63,661.22
200	E3005803	Providing internet leased line conn.	60	MON	4,432.00	INR	2,65,920.00
210	E3005804	Providing Landline Telephone connection	60	MON	767.13	INR	46,027.80
220	E3005805	Coordination and liasoning with GETCO	5	YR	21,120.01	INR	1,05,600.05
230	E3005806	Coordination and liasoning with SLDC	5	YR	21,120.01	INR	1,05,600.05
240	E3005807	Coordination and liasoning with CEIG /GE	5	YR	37,725.21	INR	1,88,626.05
250	E3005811	Deployment of QCA for F&S	60	MON	7,350.00	INR	4,41,000.00
				Total			2,41,12,180.89
				GST @ 18%			43,40,192.56
				Grand Total with GST			2,84,52,373.45

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7.8 ANNEXURE- VIII, 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: **Operation and Maintenance works of GNFC 10 MW SPV Power Project at Charanka Gujarat**
Enquiry No.: **TGPWCC0092**
Project: **Operation and Maintenance works of GNFC 10 MW SPV Power Project at Charanka Gujarat**

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 the **"Operation and Maintenance works of GNFC 10 MW SPV Power Project at Charanka Gujarat"** (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:
_

We 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.

Bidder's signature with date and seal

7.9 ANNEXURE -IX: CERTIFICATE OF NO DEVIATION
(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Subject: No Deviation certificate

Ref:

1. Tender Reference No: **TENDER NO. TGPWCC0092:**
2. "**Name of Works/Service: Operation and Maintenance works of GNFC 10 MW SPV Power Project at Charanka Gujarat**
3. All other pertinent issues till date

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

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

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

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

Yours faithfully,

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

Date:
Place:

Bidder's signature with date and seal

7.10 ANNEXURE -X

CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests.

The bidder found to have a conflict of interest shall be disqualified.

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

(i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;

(i) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

(ii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

(iii) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder{s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature with company seal -
Name –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –

Bidder's signature with date and seal

7.12 ANNEXURE-XII

MSME declaration of the ownership status

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Bidder's signature with date and seal

7.13 ANNEXURE-XIII

Site visit certificate

Ref.
Date:

This is to Certify that, I / We M/s …….. ……. had inspected the proposed solar power plant site i.e. _____ Solar PV plant in _____, _____ district, _____ state thoroughly and understood the scope of works to be carried out in line with the drawings/designs/data/Bill of quantities/schedule of items / specifications as brought out in the Tender as desired by BHEL and as will be required during the execution of the work at site.

Signature of BHEL Representative with Seal

Signature of the contractor
Name:
Seal:

Bidder's signature with date and seal

TENDER DOCUMENT

VOLUME - II

1	INSTRUCTION TO BIDDER
2	EARNEST MONEY DEPOSIT (EMD):
3	SECURITY DEPOSIT (SD):
4	NON-DISCLOSURE AGREEMENT
5	CONFIDENTIALITY
6	STATUTORY REQUIREMENTS
7	MANPOWER
8	PERIOD OF CONTRACT
9	FAILURE TO COMPLY WITH CONTRACT
10	SUB-CONTRACTING
11	LAWS GOVERNING THE CONTRACT
12	LEGAL JURISDICTION:
13	ARBITRATION & CONCILIATION:
14	COMPENSATION:
15	DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR
16	PENALTY/ LD FOR DELAYED DELIVERY
17	REVERSE AUCTION-Applicable
18	CONCILIATION CLAUSE – Annexure IA
19	MAKE IN INDIA CLAUSE
20	GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE
21	FORMATS

Bidder's signature with date and seal

1.	**INSTRUCTION TO BIDDER**
1.1.	Bidders are instructed to submit the tender document only through BHEL GePNIC portal. No other mode of submission is allowed.
1.2.	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.
1.3.	BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
1.4.	All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in BHEL GePNIC portal. Bidders shall keep themselves updated with all such amendments.
1.5.	The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course.
1.6.	The tender forms duly filled in all respects shall be signed on each page by the tenderer. 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.
1.7.	The tenderer should submit the tender documents intact without detaching any page or pages.
1.8.	Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
1.9.	Tender documents duly sealed and signed.
1.10.	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 effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
1.11.	**PRICE BID** – Please refer un-priced price bid in technical specification to quote in BHEL GePNIC portal financial bid. The tenderers are required to submit their quotation for all the items listed in the BHEL GePNIC Price Bid. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.

Bidder's signature with date and seal

1.12.	The evaluation currency for this tender shall be INR (Indian Rupees only).
1.13.	**VALIDITY OF RATES:** The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid.
1.14.	The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time.
1.15.	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.
1.16.	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
1.17.	Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
1.18.	Tender document should be complete in all respects.
1.19.	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.
1.20.	Tenders not submitted in the prescribed forms are liable for rejection.
1.21.	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
1.22.	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.
1.23.	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
1.24.	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.
1.25.	Separate intimation regarding award of work, availability of site/input to commence the work will be given to successful bidder.
1.26.	**Evaluation of Bids**
1.27.	**Techno-Commercial Bid & PQR**: The techno-commercial bid & PQR will be evaluated based on the eligibility (PQR) criteria clause 3 and 4 and on acceptance of NIT /Tender terms and conditions. Only qualified bids will be eligible for price-bid opening.
1.28.	**Evaluation of Price-Bids:** L1 offer will be decided based on OVERALL L1 value and order will be placed on single contractor. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL (Grand Total Price for all the items including GST). L-1 awarding shall be as per GeM system.

Bidder's signature with date and seal

1.29.	In case of any conflict between the Technical specification no. PS-439-1404 (18 pages plus BOQ, layout drawings) and tender terms-Vol I & II, provisions contained in the Technical specification no. PS-439-1404 shall prevail. In case of any conflict between the BHEL GCC and Tender Terms Vol I & II, provisions contained in the Tender Terms Vol I & II shall prevail. BHEL NIT terms shall prevail over GeM SLA/GTC.
1.30.	Compensation to Contractor: No compensation to contractor shall be given for prior completion/ early closure or any negative/ positive variation in contract value.
2.0	**EARNEST MONEY DEPOSIT (EMD): Applicable INR 2.00 Lakhs**
2.1	Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money Deposit as indicated in the NIT (Ref. General Information-Vol-I) is to be submitted along with tender documents.
2.2	**Modes of deposit:** The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening) (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) (iv) Fixed Deposit Receipt (FDR) 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) Insurance Surety Bonds In addition to above, the EMD amount in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
2.3	**Forfeiture of EMD:** EMD by the Tenderer will be forfeited as per NIT conditions, if: i) 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. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
2.4	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen (15) days of award of work.
2.5	EMD shall not carry any interest.
2.6	EMD of successful tenderer will be retained as part of Security Deposit.

Bidder's signature with date and seal

3.0	**SECURITY DEPOSIT (SD): Applicable - 5% of Contract Value**
3.1	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract and be treated as a performance security.
3.2	The total amount of Security Deposit will be **5%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
3.3	**Modes of deposit**: The balance amount to make up the required Security Deposit of **5%** of the contract value may be accepted in the following forms: i. Cash (as permissible under the extant Income Tax Act) ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor 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) vi. Insurance Surety Bonds (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
3.4	**Collection of Security:** At least 50% of the required Security Deposit, including the EMD should be submitted before start of the work. Balance of the Security Deposit can be submitted by way of 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 submitted. 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. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

Bidder's signature with date and seal

	Note: 50% of the Security Deposit shall be submitted before start of the work or 14 days from contract date whichever is later. The interest period shall start after the lapse of above period as per applicable rates)
3.5	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
3.6	The Security Deposit shall not carry any interest.
3.7	Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. **In case of delay** in submission of performance security, enhanced performance security which would include interest **(Repo rate + 4%)** 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 defined in NIT/contract, from the bills along with due interest.
4	**NON-DISCLOSURE AGREEMENT**. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) 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	While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen.
6.2	The tenderer will be required to comply with all the statutory provisions such as Minimum Wages prevailing at the time of payment or arrears thereof Bonus, PF, EDLI, ESI, Applicable Tax, declared Holidays, leave, etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.
6.3	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

Bidder's signature with date and seal

	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.
6.4	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.
6.5	The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
6.6	The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.
6.7	The Income tax as applicable will be deducted from the bill of the contractor.
6.8	Each contractor will be required to maintain the daily attendance of his labors in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
6.9	The contractor will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers
6.10	The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
6.11	Compliance with BOCW Act: As per provisions of the Act.
7	**Manpower**
7.1	The Contractor shall provide the minimum manpower required for executing the contracted work as per the scope of work. The contractor shall not engage a person who is less than 18 years of age and more than 60 years of age.
7.2	Regarding Uniform, Washing Allowance and Safety shoes**:** The contractor at his own cost shall provide proper uniform and safety shoe including washing cost to their workmen. BHEL will not provide uniform, safety shoe and washing allowance to contractor. Contractor has to manage the same from the margin
7.3	The contractor shall be responsible for safety of his laborers/security guards while they are engaged for work connected with the Contract. The Contractor shall be responsible for the appropriate usage of the said safety appliances. In the event of violation of applicable safety, health & environment related norms, a penalty of Rs.500/- per occasion shall be imposed on the contractor.
7.4	The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the contractor and his employees, the contractor alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
7.5	The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor

Bidder's signature with date and seal

	or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of representatives has to be borne by the Contractor.
7.6	The contractor shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. However, the contractor shall not engage any person who has completed 60 years of age. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
7.7	The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
7.8	The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. For this purpose, contractor is required to submit the police verification report before engaging the contract labor. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
7.9	The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating/ working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
7.10	Deployed personnel should not be under the influence of alcohol, or misbehaving / unruly, sleeping while on duty or absent.
7.11	Appropriate penalty as per government norms shall be levied if vendor fails to produce a proof of having taken a valid insurance to ensure employees' compensation and accidental cover in respect of his personnel, who are not covered under ESI Act.
8	**PERIOD OF CONTRACT-** 1. Duration of contract is as mentioned in the General Information of NIT. 2.The contract shall be valid, 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
9	**FAILURE TO COMPLY WITH CONTRACT**
9.1	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.

Bidder's signature with date and seal

9.2	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.
9.3	**Breach of contract and Termination:** In case of breach of contract, recovery of an amount 10% of the contract value shall be levied by BHEL. The value of security instruments like Bank guarantees (BG) or Security deposits etc. available with BHEL against the said contract, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other Dues available with BHEL (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal action against contractor shall be taken. Above is in addition to levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per the contract. The following sequence shall be applicable for recoveries from contractor/ supplier, who has breached the contract: a) Dues available in the form of Bills payable to contractor/ supplier, Security deposits, Bank Guarantees against the same contract in BHEL SBD. b) Dues payable to contractor/ supplier against other contracts in BHEL SBD or any other units/regions of BHEL shall be considered for recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier. iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier. **The following shall amount to breach of contract:** **i.** Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time. **ii.** The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period. **iii.** The Supplier/Vendor delivers equipment/ material not of the contracted quality. **iv.** The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause. **v.** Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract. **vi.** Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. **vii.** Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

Bidder's signature with date and seal

viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

REMEDIES IN CASE OF BREACH OF CONTRACT.

i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor. ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued. iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

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	iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount: a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract. b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD. c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor. vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages. vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract. **Note:** 1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include: (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor. (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.
10	**SUB-CONTRACTING**
10.1	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.
11	**LAWS GOVERNING THE CONTRACT**
11.1	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.
11.2	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.

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11.3	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.
12	**LEGAL JURISDICTION:**
12.1	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.
12.2	**CARTEL FORMATION:** 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.
13.	**ARBITRATION & CONCILIATION:**
13.1	**13.1Settlement of Disputes** If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1
13.2	**13.2 CONCILIATION** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the

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	Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) and also attached as Annexure A to this tender. Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.
13.3	**13.3 ARBITRATION** 13.3.1 Except as provided elsewhere in this contract, in case Parties are unable to reach an amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution **"Arbitration & Conciliation Centre, Bengaluru (Domestic and International)"** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of the said Arbitral Institution. 13.3.2 A Party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of The Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

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	13.3.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged. 13.3.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules. 13.3.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only. 13.3.6 Subject to the above, the provisions of The Arbitration & Conciliation Act, 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Bengaluru, Karnataka only. 13.3.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor. 13.3.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. 13.3.9 In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory

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	modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause. 13.3.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in to account while arriving at the total claim in dispute for the subject contract for the purpose of clause 14.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. **13.3.11 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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.
14.	**COMPENSATION:**
14.1	"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/solar O&M 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)

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	d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee's Compensation Act, 1923."
15	**DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:** 1.The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance. 2.The contractor will abide by the provisions of Child Labor (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen. 3.The following documents / forms under Contract Labor (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor: (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75). (ii) A register of workman From XIII (Rule 75) (iii) Employment card From XIV (Rule 76) (iv) Service Certificate From XV (Rule 77) (v) Muster Roll, Wage Register, Deductions Register, overtime Register, leave register etc. (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. From – XXIV (Rule 82 (I) with a copy to HRM Department regularly. (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification. 4. The contractor shall comply with the provisions of Contract Labor (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labor (R& A) Act 1970 and relevant rules. 5.All the registered contractors shall submit the returns required under contract Labor (Regulation & Abolition) Act 1970 and forward a copy to HR Department of BHEL-SBD. 6.SBD– Bengaluru/project/Solar O&M site is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc, The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities. 7.Workmen insured under ESI Act only shall be deployed in contract work.

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8.The contractor shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, and send an intimation to HR Department of BHEL-EPD.

9.Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

10.The contractor shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.

(i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan.

(ii) Annual Return in Form 6A along with Form 3A.

11.The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995

- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- Pass Book.
- Cash Book.
- Attendance.
- Wage Register.

12.The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.

(i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.

(ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said acts.

(iii) The Contractor shall arrange for his own P.F. and ESI Code No. from the PF and ESI authorities respectively. The contractor will be reimbursed by BHEL the expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges.

13Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name

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	shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him. 14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act. 15.In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc. 16.The Wage period for the Workmen of Contractors shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month. The disbursement shall be preponed to the 6th day, if the 7th day happens to be a holiday. Similarly, in case of Overtime wages, the contractor shall make the OT payment to his workmen along with the salary within 7 days of the closure of the wage month The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Account to the Accounts of his workmen so that risks associated with cash transactions can be avoided. 17.The Contractor shall be required to issue monthly Wage /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL O&M project site/SBD Unit before submitting Claim for refund of Security Deposit for the respective years. 18.In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor. 19.The workmen of the contractors shall wear minimum while attending duty in BHEL campus which must be different in color from the color of uniform of regular employees. The Contractor/his authorized representative shall ensure wearing of the Uniform and Safety Shoe by his workmen in the BHEL premises. The name of the contractor for which the worker is working should be made available on the uniform. The cost of the uniform and Safety Shoe will be borne by contractor. The contractor should ensure and provide masks and gloves to the workmen engaged by him in view of the pandemic COVID-19, as per requirement. The cost of the same will be borne by contractor. 20.The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

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21.NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.

22.Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract workmen works on such additional declared national holiday, he will be entitled to additional wage for the said day.

23.GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in “Second” and “Night” shifts will be required to exercise their franchise during their own time.

24.The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.

(I) Leave Book Form No. 15 (Rule 121)
(II) Nomination Form No. 25 (Rule 127

25.The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.

26.Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the Karnataka Factories Rules.

27.The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

28.Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract by the concerned Officials and submission of

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an Indemnity Bond from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.

In case of completion of the contract before payment of bonus to the workers, Security Deposit, as deemed appropriate, will be withheld by BHEL. The same would be released to the Contractor after submission of proof of bonus payment to his workmen.

29.The Contractor shall be required to deposit Tax as applicable, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same. The contractor has to obtain GST registration wherever required. The Contractor must quote the Service Account Code (SAC) number at the time of raising invoice.

30.Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.

31.All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.

32.Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.

33.The contractor shall abide by all the labor legislations and other laws including the provisions of Contract Labor (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, Employee Provident Fund Act and other relevant Acts applicable to his workmen under this Contract.

34.BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

35.The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.

36.The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.

37.The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.

38.In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable;

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	to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor. 39.The Contractor, shall, without fail, give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill. 40.Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit. 41.During the currency of contract, if the contractor is awarded any other work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work. 42.In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party. 43.In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis 44.All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement. 45.BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations. 46.The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed. 47.The contractor shall be wholly responsible for the behaviour of the workmen at the work place and outside, in the BHEL premises. 48.The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.

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	49.The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract. 50.BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise. 51.BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
16	**PENALTY/ LD FOR DELAYED DELIVERY:** Applicable as per "Penalty as per BHEL GCC 2019, Clause 2.7.9. O&M activities are defined item-wise with particular rate. In case vendor does not execute any of the jobs within 30 days, BHEL reserves the option to execute the same themselves and the cost incurred will be deducted from the vendor's bills.
17	**REVERSE AUCTION-** BHEL shall be resorting to Reverse Auction (RA) (RA Guidelines 2024 as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking.
18	**CONCILIATION CLAUSE – Annexure IA**
19	**MAKE IN INDIA CLAUSE**
	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.
20	**GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**
	A. Response to tenders for indigenous supplier will be entertained only if the vendor has a valid GST registration number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST. B. Supplier shall mention their GSTIN in all their invoices (incl. Credit notes, debit notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain invoice number (in case of multiple numbering system is being followed for billing like sap invoice no, commercial invoice no etc., then the invoice no. Which is linked/uploaded in GSTN network shall be clearly indicated), billed to party (with GSTIN)

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& shipped to party details, item description as per po, quantity, rate, value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC code, place of supply etc.

C. All invoices shall bear the HSN code for each item separately (harmonized system of nomenclature)/ sac code (services accounting code).

D. Invoices will be processed only upon completion of statutory requirement and further subject to following: a. Vendor declaring such invoice in form GST anx-1 b. Receipt of goods or services and tax invoice by BHEL

E. As the continuous uploading of tax invoices in GSTN portal (in GST anx-1) is available for all (i.e. Both small & large) tax payers under proposed new GST return system, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL'S GST anx-2).

F. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

G. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST department (form pmt-08 or form GST ret-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not fled by the vendor will be recovered from the vendor along with the applicable interest (currently 24% P.A) and all subsequent bills of the vendor will not be processed till fling of the GST return by the vendor

H. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

I. Where any GST liability arising on BHEL under reverse charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with interest, then such interest payable or paid shall be recovered from the vendor.

J. GST TDS will be deducted as per section 51 of CGST act 2017 and in line with notification 50/2018 – central tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

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21	**FORMATS**
21.1	Third Party Non-Disclosure Agreement (NDA) format
21.2	EFT Format
21.3	BHEL GCC
21.4	INTEGRITY PACT format enclosed with this NIT
21.5	BHEL GCC (enclosed – refer -Buyer Added Bid Specific SLA). In case of any conflict between the BHEL General Conditions of Contract and NIT/Tender Terms, provisions contained in the NIT/Tender terms shall prevail. Also, BHEL GCC shall prevail over GeM SLA and GeM General Terms and Conditions.

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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

Bidder's signature with date and seal

ANNEXURE IA :

MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018.

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:

   The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter- claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.

2. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
3. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation

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proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

6. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case, within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case, within 1 month from the date of conclusion of the last hearing.

7. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
8. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
9. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
10. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
11. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
12. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of

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first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

13. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
14. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
15. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
16. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
18. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
19. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however,

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be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

20. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

21. The proceedings of Conciliation under this Scheme may be terminated as follows:
    - **a.** On the date of signing of the Settlement agreement by the Parties; or,
    - **b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
    - **c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
    - **d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
    - **e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

22. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement

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		Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation	As per entitlement of equivalent officer (pay scale wise) in BHEL
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

23. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
24. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
25. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
26. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
27. The travelling, transportation and stay at outstation shall be arranged by

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concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

28. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
29. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
    - **a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
    - **b.** admissions made by the other party in the course of the Conciliator proceedings;
    - **c.** proposals made by the Conciliator;
    - **d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
30. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
31. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
33. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 5 to BHEL Conciliation Scheme, 2018

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

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FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
M/s. (Stakeholder's name)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL

Ref: Contract No/MoU/Agreement/LOI/LOA & date_____.
Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl.No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause ---------of Procedure i.e., Annexure ------ to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

Bidder's signature with date and seal

FORMAT-8

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER

Ref: Contract No/MoU/Agreement/LOI/LOA& date_____.
Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in-spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl.No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause ---------of Procedure i.e., Annexure ------ to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you

Yours faithfully
Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

Bidder's signature with date and seal

FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,
M/s. (Stakeholder's name)

Subject: INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC
Ref: Contract No/MoU/Agreement/LOI/LOA& date_____. Sir,

This is with reference to letter dated ---------- regarding reference of the disputes arising in connection with the subject Contract No/MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible. Name and contact details of Conciliator(s)

a) …..
b) …..
c) …..

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)… for Kind Information please.
Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

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Format for E-payment

To:

AGM (Finance)
BHEL-EPD/ Bengaluru
Opp. Indian Institute of Science
Prof. CNR Rao Circle
Bengaluru – 560093

Subject: ***E-payments vide RTGS/ NEFT.***

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :

Title/ Name of Account in the bank :

Account Type (Saving/ Current) :

Bank Account Number : | | | | | | | | | | | | | | | |

Name and address of bank :

Bank/ Branch contact person name :

Bank. Branch phone numbers with STD code :

Bank Branch MICR code : | | | | | | | | | |

Bank Branch RTGS IFSC code : | | | | | | | | | | | |

Bank Branch NEFT IFSC code : | | | | | | | | | | | |

Your E-mail address :

Name of the Authorized Signatory :

Contact person Name :

I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Bidder's signature with date and seal

Thanking you,

For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that he account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.

Bidder's signature with date and seal

Bank Detail (For EMD/SD submission as applicable): **Bharat Heavy Electricals Limited Solar Business Division Prof. CNR Rao Circle Malleswaram Bengaluru-560012**		
1	Name of the Beneficiary:	Bharat Heavy Electricals Limited
2	Name of the Bank & Branch:	IDBI Bank Limited, Trade Finance
3	Address of the Branch:	Trade Finance IDBI House,58, 1st Floor, Mission road, Bengaluru-560027
4	Bank Telephone No:	080-2227 9576
5	NEFT IFSC code	IBKL0000377
6	Account Type:	Current
7	Account No.	008103000003605
8	RTGS IFSC code:	IBKL0000377

QR-CODE for EMD/SD Submission

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TECHNICAL SPECIFICATION & DRAWINGS

Description of Solar plant:
GNFC 10 MW(AC) plant area is located in Charanka .
Solar array: Fixed tilt type, No. of solar modules approximately 40,200 No's.
Control room cum Inverter Room: 1 No housing 33KV VCB panels, PCU-4 no's ,C&R panels, ACDB, FCBC, Battery room, NIFPS,SCADA room, Aux Transformer,Conference room, Store Room, Pantry, Toilets, etc. There are two transformer yards on either side of Inverter rooms housing 1 No. of 2700 kVA transformers (total 2 no's)
66KV switchyard: 66KV switchyard bay consists of power transformer, LAs, SF6 CB, CTs, PTs, Isolators and other associated equipment.
Inverter room: 01 Nos (housing 4 PCUs each, 33KV VCB panels, SCADA, ACDB, UPS, Battery banks etc. There are two transformer yards on either side of Inverter rooms housing 1 No. of 2700 kVA transformers. (total 2 no's)
SMBs in array field: 72 Nos

Scope of work:

Sl No	Activity description	Scope of Work & Remarks
1	Water cleaning of solar modules of approximately 40200 nos. (Three cycles per month, each cycle shall consist of cleaning of entire 40,200 appr Nos modules).	(i) Water shall be supplied by GPCL and will be stored in underground sumps constructed at site. Water charges to GPCL shall be borne by GNFC Water from sumps shall be pumped through already installed pipeline network and pumps to facilitate water flow for modules cleaning. (ii) In case water is not provided by GPCL due to non-availability of water in local canal, vendor shall arrange water using tankers and payment for supply of water through tankers shall be made by BHEL. (iii) All the consumables for cleaning of modules such as cleaning brushes, mopping sticks etc. shall be arranged by vendor. (iv) In case of natural cleaning of solar modules by rains and cleaning not carried out, no payment will be done for that cycle within the month. (v) Three cycles of cleaning of entire solar modules has to be completed in a month by the vendor. In case, lesser quantity of solar modules are cleaned, proportionate payment will be made for quantity of solar modules cleaned up to last day of each month. (vi) Each solar module is of 2m x 1m size and 40 solar modules are mounted on each structure..
2	Supply of water using tankers	Water shall be supplied using tankers from external source in case water is not provided by GPCL.
3	Grass cutting - maintenance of plant without grass (One cycle per month)	(i) Minimum 1 labourers to be allocated for this activity. (ii) Activity to be carried out with 1 nos of Petrol / Diesed operated Motorized Grass cutting machines. Repair and maintenance of grass cutting machines shall be in vendor's scope. (iii) Petrol/Diesel/electricity expenses shall be in vendor's scope for operation of the grass cutting machine. (iv) In case if grass is not grown and cutting is not carried out, no payment will be done for the month.

4	Supply of Motorized Grass cutting machines of reputed make with repair and maintenance for complete O&M period	Make shall be BOSCH / HONDA or equivalent. Approval shall be taken from BHEL before procurement.(Once in 5 years)
5	Deployment of Security persons for the entire plant in 3 shifts per day each of 8 hours with minimum 2 security persons in each shift (1 with arms and 1 without arms). One each of security persons with arms shall deployed at main gates at all times. Other security persons shall be patrolling the entire area	(i) Securing approx. 45 acres of plant area. (ii) In case of theft, FIR to be lodged by O&M vendor. (iil) If theft incidents are due to negligence of O&M vendor such as shortage of security, the loss recovery shall be done from vendor. (iv) one security cabins at main gates and 4 watchman cabins are provided by BHEL in the plant.
6	Management of complete O & M activities by O&M incharge	(i) One engineer (B.Tech in Electrical Engg.) with 66 kV working experience to be appointed who will be the overall O&M incharge of the plant. Major responsibilities of O&M incharge : (ii) Allotment of work to all the O&M staff and supervision of O&M works as per schedule approved by BHEL.(ii) Sending Daily, weekly and Monthly report to BHEL by mail. (iii) Interaction with customer / GETCO / SLDC / GPCL/QCA agency etc. (iv) Coordinating with sub-station upon grid failures /cable faults and implementing the needful steps to restore the plant to normal operation (v) Monthly downloading of data from ABT meter using CMRI / as instructed by GETCO. (vi) Maintaining plant records and log books, stock register and reporting to BHEL. (vii) Trouble-shooting and Updation of SCADA system if required as instructed by BHEL. (viii) Theft incidents: immediate reporting to BHEL, filing FIRs at police stations on BHEL behalf, coordination for site inspection by insurance companies and clearance of insurance claims, logging of events (date, time) and maintaining records. (ix) Accidents: immediate reporting to BHEL, coordinating with hospitals, logging of events (data, time) and maintaining records.
7	Plant Operation works such as(i) Logging of DC, AC, grid parameters (current, voltage, power, energy) at PCUs, HT panels, 66KV switchyard, transformer temperatures, equipment tripping/ breakdown, grid outage as per BHEL formats. (ii) SCADA data station / HMI PC operations/ CCTV operation for daily monitoring of weather parameters, trend graphs and urgent reporting to BHEL in case of any problems / anomalies observed with any of the parameters, resolving	1) Minimum 2 technicians (Diploma / ITI) to be allocated for this activity. The O&M works mentioned are indicative. All the activities required for O&M shall be carried out by technicians as instructed by BHEL. Monthly reports to be prepared and submitted by mail to BHEL for the various parameters including Earth resistance, String current, Energy exported etc. as per report formats finalized by BHEL. 2) Atleast one technicians out of 2, shall be qualified for operating installations of 66KV and above. Certificate / license copy to be submitted to BHEL before commencement of O&M works. 3) One technician to be posted in Night shift operation.

	communication issues between SCADA and other equipment, healthiness of all equipment	
8	Carrying out Preventive and Breakdown maintenance as per O&M schedule / OEM guidelines / maintenance manual such as a) Cleaning, tightness checks, lubrication and other maintenance of equipment -PCUs, HT panels, 66KV Power transformers, Inverter transformers, C&R panels, Auxiliary transformers, ACDB, FCBC, UPS, Battery banks, OLTC, 66 KV Switchyard equipment, SMBs, SCADA, WMS, CCTV, Fire Alarm, ESE Lightning arresters, earthing, light fitting -indoor and outdoor etc. b) Replacement of Silica gel, gaskets, Rectification of Oil leakages in all transformers and 66KV Switchyard equipment. c) Repair/ replacement of failed 33KV cable inside plant and cable laid underground between plot B2 and plot C, replacement of failed 33 kV termination/ jointing kits. d) Trouble-shooting of solar array problems as DC earth fault, OFC/ communication cable faults, replacement of damaged PV modules, SMB components etc. e) Checking tightness of MMS and PV Modules (f) Monthly earth resistance measurement and recording value on the Earth chambers (g) Watering of earth pits	1) (Minimum 1 technicians (Diploma/ITI) and minimum 2 labourer to be allocated for this activity. 2) List of equipment mentioned is indicative. Maintenace of all the equipments installed in pllant is in vendor's scope. 3) Periodic maintenance shall be preferably carried out during evening to avoid generation loss. 4) Whenever a fault has occurred, the contractor has to attend to rectify the fault & the fault must be rectified within 48 hours from the time of occurrence of fault. 5) Major spares such as complete equipment failures of CT, PT, LA, Breaker, Isolator, SMB, PCU, transformer, cables, HT termination and jointing kits etc. if any will be supplied by BHEL. 6) Minor spares and consumables such as MCBs, Fuses, peripheral and building Lights, fans, indication lamps, gaskets, silica gel, acid for battery, hardwares, lugs, glands, MC4 connectors, PCU dust filter, PEB room louver air filter, sanitary fittings etc. if required shall be supplied by vendor. 7) In case of Maintenance activity / failure / damage / accident / replacement / repair required for any of the plant equipment such as Solar modules, 66KV Switchyard equipment, HT panels, all transformers etc. or for any other site related activities, unloading, erection, installation, charging, co-ordination with agencies involved, etc., shall be in O&M vendor's scope. **Arrangement of Crane / hydra / JCB/ additional labour hiring / Ladder, etc.,** for arranging replacement of failed equipment shall also be in the scope of O&M vendor. 8) All tools and tackles required for maintenance activities shall be arranged by O&M vendor.

9	General maintenance works such as Daily housekeeping activity for Inverter rooms and Control room including toilets, Garbage removal from solar array area, repair of plumbing works, underground water tanks, Sintex tanks, cleaning of sewerage lines, septic tanks, soak pits if required, minor civil repair works such as leakages, doors, windows, rolling shutters, ventilators, floor/ tiles/ wall cracks, cleanning of drains etc.	(i) Minimum 1 labourers to be allocated for this activity. (ii) All the buildings - Main Control room and Inverer rooms to be mopped daily and surroundings to be kept clean. (iii) All toilets to be cleaned daily. (iv) All consumables required for this activity shall be in vendor's scope.
10	Annual maintenance of all transformers with respect to BDV measurement, Oil filtering as required, tightness of cables, earthing and hardwares, replacement of gasket, silica gel breather, paint touchup, arresting oil leakages and oil topup of all transformers (66KV, 33KV and aux transformers), CT, PT and other related electrical works.	Through OEM / competent testing agencies as approved by BHEL. All required tools, tackles, testing and measuring instruments, Oil filtration kit, DG set etc. to be arranged by vendor.
11	Annual testing and calibration of 66 kV Switchyard equipment- SF6 Breakers, Isolators, CTs, PTs, LAs, ABT energy meters, NIFPS etc.	Through OEM / competent testing agencies as approved by BHEL. All required tools, tackles, testing and measuring instruments, DG set etc. to be arranged by vendor.
12	Annual testing and calibration of 33 kV HT panel equipment as VCBs, CTs, PTs, Numerical relays, electromechanical relays, MFMs etc.	Through OEM / competent testing agencies as approved by BHEL. All required tools, tackles, testing and measuring instruments, DG set etc. to be arranged by vendor.
13	Calibration of Weather Monitoring Station equipment	Weather monitoring station equipment to be calibrated at IMD or OEM recommended labs as per calibration period of individual equipment as recommended by OEM.
14	Checking and re-filling of Fire extinguishers and sand buckets as required.	All the fire extinguishers to be checked for healthiness and re-filling to be carried out as and when required.
15	Maintenance and Servicing of Airconditioners, Refrigirator, Furniture, Water purifier, fans, grass cutting machines etc.	Complete maintenance and servicing of equipment as and when required to be carried out by vendor.
16	Painting of all metal structures (non-galvanized), rolling shutters, switchyard and transformer yards fencing and gates including PEB (Pre-Engineered Buiding) material, all rusted components etc.	Painting of all metal structures shall be carried out once in every year.
17	Painting of Main Control room building using weather proof cement based acrylic emulsion paint (Exterior grade) for outside and oil bound distemper paint for inside the building	Painting of Control room building shall be carried out once in 5 years.

18	Maintenance of Roads and drains such as: I. Crack repairing of the road surface. II. Pot-holes over the top road surface to be rectify. III. Maintenance of shoulders for the rain cuts or damage due to some external reasons. IV. Before and after the monsoon season the storm water drainage shall be maintained & cleaned for smoother flow of storm water.	Maintenance of roads and drains shall be carried out once in every year.
19	Re-carpeting of the road surface (approx. 2.5 KMs)	Re-carpeting shall be carried out once in 5 years.
20	Providing internet leased line connection of min. 2 MBPS speed including required hardware for 24 hours internet facility	Internet connection to be taken in the name of GNFC
21	Providing Landline Telephone connection in Control Room	Landline telephone connection to be taken in the name of GNFC
22	Coordination and liasoning with GETCO for rectification/ repair of failures in 66KV substation bay and 66KV Cable	Official O&M charges to GETCO will be paid by BHEL in the form of DD / EFT as per invoice/ demand note raised by GETCO. Required coordination and liasoning in getting invoice/ demand note etc. shall be in vendor scope.
23	Coordination and liasoning with SLDC for interconnection of plant data with ALDC / SLDC	Official charges to SLDC will be paid by BHEL in the form of DD / EFT as per invoice/ demand note raised by SLDC. Required coordination and liasoning in getting invoice/ demand note etc. shall be in vendor scope.
24	Coordination and liasoning with CEIG /GEDA for renewal of CEIG approval and other statutory bodies as applicable.	Vendor shall coordinate and liason with CEIG/ GEDA for renewal of complete plant approval including 66KV cable and GETCO side substation bays. Official charges if any to CEIG /GEDA will be paid by BHEL in the form of DD / EFT.
25	Supply and installation of RO water purifier of reputed make with storage capacity of min. 8 Litres in Control room for drinking water for O&M staff	Make shall be KENT/ EUREKA FORBES / BLUE STAR or equivalent. Approval shall be taken from BHEL before procurement.
26	Supply and installation of plant name boards – One each at Plot-C and Plot-B2	Specification and design of name board shall be as approved by BHEL
27	Supply and installation of display board mentioning details of O&M personnel at Control Room	Specification and design of display board shall be as approved by BHEL
28	Deployment of QCA for Scheduling and Forecasting Approved Vendors: 1) Manikarananaltytics 2) Reconnect energy 3) Tata Power 4) Statkraft	Deployment of QCA is in O&M vendor scope.QCA shall be registered with SLDC. Role of QCA is listed in Annexure-A .All cost towards scheduling and Fore-casting activity like charges for Qualified co-ordinating agency related to DSM regulation by **GERC** in existence and ammended time to time shall be in Vendor scope. (DSM charges will be borne 50% by BHEL and 50% by GNFC)

Annexure-A

QCA shall be registered with SLDC . QCA shall follow "GUJARAT ELECTRICITY REGULATORY COMMISSION (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019" in existence and amended time to time.

QCA should have an established team of Renewable Resource Analysts, modeling Statisticians, Energy modelers, Software developers and 24x7 operation and monitoring team.

QCA and SLDC should communicate using software developed by the QCA duly approved by the SLDC for following:

a) Communicating day ahead, intra-day and/or week ahead schedule along with revisions to SLDC.
b) Informing real time generation at pooling station and/or at individual generator level, as required.
c) Providing information of grid constraints and curtailments from SLDC side to QCA.
d)QCA should provide software login to the SLDC, wherein live data for all schedules and information on the deviations shall also be made available. This method will help in online communication without time lag and facilitate prompt payment of deviation charges by the generator/QCA to SLDC.

Role of QCA:

1) Provide schedules with periodic revisions as per these(GERC) Regulations on behalf of Solar Generators (GNFC) connected directly to the sub-station of transmission licensee.
2) Responsible for co-ordination with authorized agency DISCOM/STU/SLDC and other agencies in coordination with Generator (GNFC) /Developers(BHEL) for metering, data collection and its transmission and communication.
3) Undertake commercial settlement of deviation charges arising on account of forecasting/scheduling on behalf of the generators (GNFC) which is connected directly to substation of transmission licensee including payments to the State Pool account through SLDC.
4) Undertake de-pooling of payments received/payable on behalf of the individual generator (GNFC/BHEL) of the pooling station from the State Pool account and settling them with the generators (GNFC/BHEL)
5) Undertake commercial settlement of any other charges on behalf of the generators(GNFC/BHEL)as may be mandated from time to time.

Forecasting and Scheduling Code :

1) The data relating to power system output & parameters and weather related data as applicable shall be mandatorily provided by QCA to the SLDC in real time.
2) The QCA shall submit "Day-Ahead" and a "Week-Ahead" schedule by 9 AM everyday for each pooling station or each generating station, as the case may be, which shall be utilized for planning availability of energy and for calculating the margin available in the grid of the State. "Day-Ahead" schedule shall contain solar energy generation schedule at intervals of 15 minutes (time-block) for the next day, starting from 00:00 hours of the day, and prepared for all 96 time-blocks. "Week-Ahead" schedule shall contain the same information for the next seven days.

3) The schedule of solar generator connected to the State grid (excluding collective transactions) may be revised by giving advance notice to the SLDC. Such revisions shall be effective from 4th time block, the first being the time-block in which notice was given. There may be maximum of 9 revisions during the day starting from 05:30 hours to 19:00 hours of that day.
4) The declared Available Capacity(AvC) for a solar generating plants shall be applicable only between 05:30 to 19:00 hours , considering the availability of solar irradiation only during the day.
5) Any commercial impact on account of deviation from schedule based on the forecast shall be borne by the solar generator (50% BHEL, 50% GNFC), transacted through the representing QCA.

QCA may discuss mode of payment for DSM after award of work.

GERC guidelines on Scheduling and Forecasting will be binding on QCA

Notes:

1) **Complete plant commissioning will take place in October'2020.**
2) **Staff required:** (a) Engineer or Plant O&M Incharge – 1 No (ii) Technician (Diploma/ITI): 3 persons (iii) Labourers: 4 persons (iv) Security staff: 2 persons per Shift. This is the minimum staff required and less number of staff is not acceptable. No staff member will be allowed to work more than one shift duty so the Bidder / Vendor shall not justify lesser quantity of persons.
3) Bidder shall visit the site to assess the actual work and submit their offer.
4) O&M Contractor shall have to fill at least 65% of post in supervisory and managerial cadres and 80% of posts in other cadres by the local persons. The expression "Local person " shall mean a person domiciled in Gujarat state for minimum 15 years shall be considered as local person.
5) Submission of O&M formats for each activity and measurement sheet duly certified by BHEL Engineer is mandatory for processing of vendor's bills. In case of partial fulfillment of O&M activities as per BHEL schedule, payment will be done on pro-rata basis for all the activities such as module cleaning, grass cutting, security personnel. Payment cannot be claimed upon non-performance of a particular activity due whatsoever reason.
6) O&M works are specified in Schedule as activity-wise and it is the responsibility of the vendor to complete the entire works related to each activity for activities such as Modules cleaning and Grass cutting, Security etc. Although BHEL has specified the minimum labourers required to be maintained on a daily basis at the plant, additional labourers if required for completing works for the running month/cycle shall be included in the scope and no additional payment will be admissible for this.
7) Attendance register shall be maintained for all the plant staff.
8) Vendor shall ensure all statutory requirements such as ESI, PF, Workmen compensation and labour license etc. as applicable for their O&M personnel posted at site.
9) The Contractor shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labour (Regulations & Abolishment) Act 1970 or any modification thereof or any other law relating whereto and rules made there under from time to time.
10) BHEL shall have right to disallow any O&M employee, if found unfit to perform. BHEL instructions issued in writing shall be binding on vendor who shall replace the person.
11) O&M personnel at site shall be deemed to be aware of damages and risks incidental to conditions of BHEL land and works from time to time and BHEL shall not be responsible for any injury to personnel arising there from.
12) Training to O&M personnel- It is the absolute responsibility of vendor to ensure imparting of necessary training to their O&M personnel to get them acquainted with the operations of various electrical and mechanical equipment of the power plant.
13) Availability of O&M personnel at power plant.
    a) Vendor shall ensure that operating staff are present in the power plant during plant operating time of the day.
    b) Vendor shall ensure that certain minimum operating staffs are present at the power plant even on festivals, public holidays and any other unique occasions so that the plant is run under competent supervision on all days.
14) O&M personnel shall, strictly, not use any part of the power plant for their personal / residential purposes. Their presence at the plant shall, strictly, be meant only for the purpose of operation and maintenance of plant.

15) In case, any of the O&M personnel is on leave, reliever shall be arranged by the vendor so that there is no effect on O&M activity.
16) It is the responsibility of the vendor to provide uniforms, helmets, safety shoes / boots to their O&M staff deployed at site.
17) All site daily reports should be sent in pdf form and Excel sheet form and not as photos.

Enclosures:

1. **AC SLD**
2. **Plant layout**

DEVELOPMENT OF 10 MW AC SOLAR PHOTOVOLTAIC PLANT - AT CHARANKA

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED (GNFC)

G.N.F.C.

TITLE OF THE DRAWING:	AC SINGLE LINE DIAGRAM
DOCUMENT NO:	BHEL-GNFC-ACSLD-10MW

SL.NO	CONTENTS
1	Reply Sheet
2	AC SINGLE LINE DIAGRAM

1	25.06.2019	FOR APPROVAL	VIPIN	SA	SA
REV NO.	DATE	STATUS	INITIALS	INITIALS	INITIALS
PROJECT:			PREPARED BY	CHECKED BY	APPROVED BY
DEVELOPMENT OF 10 MW-AC SOLAR			BHEL-GNFC-ACSLD-10MW		
PHOTOVOLTAIC PLANT FOR GNFC-AT CHARANKA SOLAR PARK					

File No. EPD-MISCOINTR(APPR)/120/2025-SBD-GNFC (Computer No. 249038)
Generated from eOffice by T G Pragadeesh, SM(TGP)-WC-SBD, SM, SBD-SOLAR BUSINESS DIVISION on 21/03/2026 11:01 am

10 MW CHARANKA SOLAR PROJECTS, GNFC			
Observations/ Comments by GNFC/ GERMI			
EPC Contractor : M/s Bharat Heavy Electrical Limited (BHEL)			

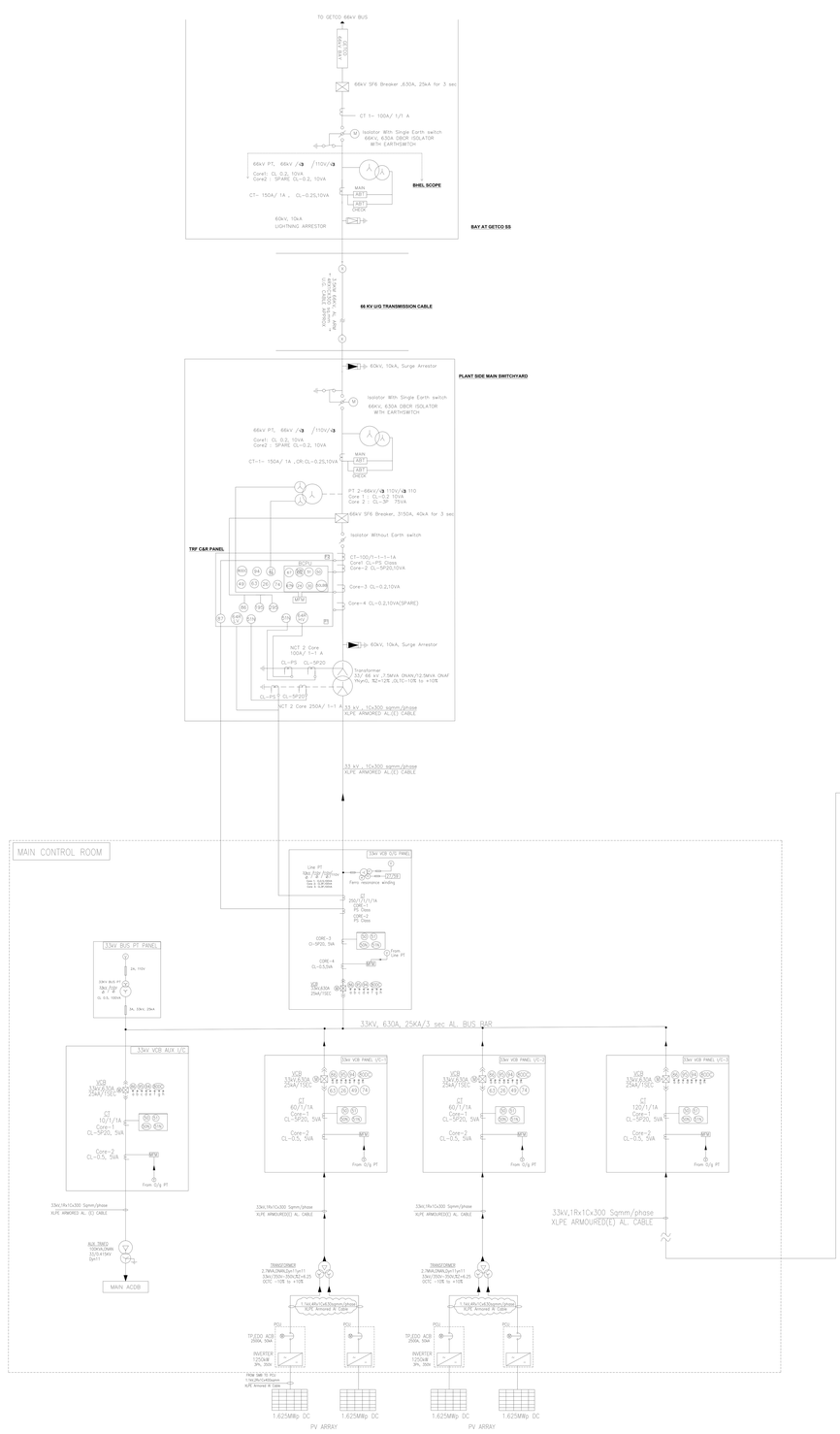
Drawing / Document : AC Single Line Diagram

Drawing Ref : BHEL-GNFC-ACSLD-10MW			DATED 24.06.2019
Sr No	**Document Reference**	**GNFC/GERMI Observations / comments on R0**	**BHEL reply Dtd 25.06.2019**
1	SLD-AC	As per document submitted by BHEL,the total DC capacity works out to 12.8MW (1.6MW X 8). BHEL shall offer minimum DC capacity 1.625 MW for each block to make it 13 MW DC capacity.	Noted.Document revised
2	SLD-AC	NIFPS required for power trafo. As per Gujart CEIG requirements.	Confirmed. NIFPS for Power Transformer will be shown in Switchyard Layout.Details of NIFPS system will be submitted under relavant MDL for approval
3	SLD-AC	Cable size shall be based on cable sizing calculation. BHEL to confirm.	Confirmed
4	SLD-AC	GTP and QAPs are required for inverter.	GTP for Inverter (PCU) is submitted under drawing no: BHEL-GNFC-ELEC-INV-053 . QAP will be submitted separately under doc No: BHEL-GNFC-ELEC-QP_PCU-070
5	SLD-AC	GTP and QAP shall be submitted for Inverter Transformer.	These are vendor specific drawings which will be submitted after finalising vendor for Inv Transformer. These documents are not part of this submission
6	SLD-AC	Tap position and number of taps are required to be mentioned for Inverter Transformer	This information Will be part of Drawing No: BHEL-GNFC-ELEC-INVTRF-055 .
7	SLD-AC	Detailed drawings of VCB panels shall be submitted for further review.	This information Will be part of Drawing No: BHEL-GNFC-ELEC-HT_PNL_DRG-114 titled "GTP and GA of HT SWITCHGEAR "
8	SLD-AC	Busbar details to be submitted.	BusBar details will be part of GTP for Transformer, VCB
9	SLD-AC	Individual equipment details are required to be submitted.	Details of all major equipments will be submitted for approval under relavant Document Number of MDL .

FIRST ANGLE PROJECTION

ALL DIMENSIONS ARE IN mm

DRAWING NO. BHEL-GNFC-ACSLD-10MW



LEGEND DETAILS

SL. NO.	SYMBOL	DESCRIPTION
1		INVERTER TRANSFORMER / POWER TRANSFORMER
2	M	VCB 33kV,630A
3		66 kV SF6 BREAKER
4	86	MASTER TRIP RELAY
5	95 195 295	TRIP CIRCUIT SUPERVISION RELAY
6	94	ANTI PUMPING RELAY
7	63	BUCHHOLZ RELAY
8	26	MAGNETIC OIL LEVEL GAUGE
9	49	WINDING TEMP INDICATOR AND OIL TEMP INDICATOR
10	74	PRESSURE RELIEF DEVICE
11	50	INST OVER CURRENT RELAY
12	51	IDMT OVER CURRENT RELAY
13	50N	NEUTRAL INSTANTANEOUS OVER CURRENT RELAY
14	51N	IDMT EARTH FAULT RELAY
15	MFM	MULTI FUNCTION METER
16		CURRENT TRANSFORMER
17	27	UNDER VOLTAGE RELAY
18	59	OVER VOLTAGE RELAY
19		POTENTIAL TRANSFORMER
20		FUSE
21	TVM	ABT TARIFF ENERGY METER
22	80DC	DC FAILURE INDICATION
23	~ —	INVERTER, 1250KW
24	M	ELECTRICALLY DRAW OUT ACB
25		LIGHTENING ARRESTER
26	64RLV	RESTRICTED EARTH FAULT RELAY (LV SIDE)
27	87T	TRANSFORMER DIFFERENTIAL RELAY
28	30	ANNUNCIATOR RELAY
29	50LBB	LOCAL BREAKER BACKUP PROTECTION
30	95	TRIP CIRCUIT SUPERVISION RELAY
31	87L	LINE DIFFERENTIAL PROTECTION RELAY
32	67	DIRECTIONAL OVER CURRENT RELAY
33	21	DISTANCE PROTECTION RELAY
34		ISOLATOR WITH DOUBLE EARTH SWITCH
35		ISOLATOR WITH SINGLE EARTH SWITCH
36		ISOLATOR
37		33KV, 630A, ISOLATOR
38	80DC	DC CIRCUIT SUPERVISION RELAY
39	94	ANTI PUMPING RELAY
40	A	AMMETER
41	V	VOLTMETER
42		POWER TRANSFORMER
43		LIGHTNING ARRESTOR
44		630A VCB
45	TVM	TRI VECTOR METER
46	81	DC SUPERVISION RELAY
47	78	PHASE-ANGLE MEASURING REALY
48	*	INTEGRATED RELAY FOR:50N,51N.
49	$	INTEGRATED RELAY FOR:27,29.
50	&	RS 485WITH MODBUS COMM.

REV.	DATE	ALTERED / CHECKED / APPROVED
01	250619	ALTERED SAN; CHECKED SA; APPROVED SA — PV ARRAY DC CAPACITY REVISED.
00		ALTERED / CHECKED / APPROVED — FIRST ISSUE

	NAME	SIGN	DATE
DRAWN	SAN		21.06.19
CHECKED	SA		21.06.19
APPROVED	SA		21.06.19

DISTRIBUTION OF PRINTS

DEPT.	CODE
SC&PV	4.39

PROJECT : 10MW SOLAR POWER PLANT
CUSTOMER : GNFC

BHARAT HEAVY ELECTRICALS LIMITED.
ELECTRONICS DIVISION, BANGALORE

TITLE: AC SINGLE LINE DIAGRAM

No. OF SHEETS : 01
SHEET NO. : 01
REV. : 00

BHEL DRG. No. BHEL-GNFC-ACSLD-10MW

A0 SIZE

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REF DRG.NO.

SIGN & DATE

INVENTORY NO.

DEVELOPMENT OF 10 MW AC SOLAR PHOTOVOLTAIC PLANT - AT CHARANKA

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED (GNFC)

G.N.F.C.

TITLE OF THE DRAWING:	PV Array Layout
DOCUMENT NO:	BHEL-GNFC-ELEC-ARRAY-036

SL.NO	CONTENTS
1	PV Array Layout
2	Layout of Module Distribution SMB wise

REV NO.	DATE	STATUS	INITIALS	INITIALS	INITIALS
4	06.3.2020	FOR APPROVAL	Indrajith	SA	SA
PROJECT:			PREPARED BY	CHECKED BY	APPROVED BY
DEVELOPMENT OF 10 MW-AC SOLAR PHOTOVOLTAIC PLANT FOR GNFC-AT CHARANKA SOLAR PARK			BHEL-GNFC-ELEC-ARRAY-036		

File No. EPD-MISCOINTR(APPR)/120/2025-SBD-GNFC (Computer No. 249038)
Generated from eOffice by T G Pragadeesh, SM(TGP)-WC-SBD, SM, SBD-SOLAR BUSINESS DIVISION on 21/03/2026 11:01 am

10 MW CHARANKA SOLAR PROJECTS, GNFC

Observations/ Comments by GNFC/ GERMI

EPC Contractor : M/s Bharat Heavy Electrical Limited (BHEL)

Drawing / Document : PV ARRAY LAYOUT — Revision: 03

Drawing Ref : BHEL-GNFC-ELEC-ARRAY-036 — DATED 12.02.2020

Sr No	Document Reference	GNFC/GERMI Observations / comments on R0	BHEL reply	GNFC/GERMI Observations / comments on R1	BHEL reply	GNFC/GERMI Observations / comments on R2	BHEL reply	GNFC/GERMI Observations / comments on R3	BHEL reply Dtd 06/03/2020
1	BHEL-GNFC-ELEC-ARRAY-036	BHEL shall correct the DC Capacity in layout.	DC Capacity Corrected in revised drawing	Noted	-	Individual wattage of PV Module to be mentioned with average wattage of PV Module.	-	Kindly indicate the individual wattage of PV Module to be mentioned in Array layout with string No.	Noted . Separate sheet attached
2	BHEL-GNFC-ELEC-ARRAY-036	Kindly Clarify on the dimension of Internal and Periphery Road.	This information is not part of this document and same shall be covered in drawing no: BHEL-GNFC-CIV-ROA-001	Kindly Update Civil road drawing along with PV array Layout Drawing.	Separate detailed drawing no: BHEL-GNFC-CIV-ROA-001 will be provided.	Road width shall be 10 mtr? Kindly Confirm or correct it.	-	-	
3	BHEL-GNFC-ELEC-ARRAY-036	MCR and IR including switchyard shall be mentioned with unit and dimension.	This information will be part of Civil Drawing , MCR , IR Eqipment layout.	Kindly update Civil drawing, MCR, IR Quipment layout along with PV array layout drawing.	Updated and all details are incoporated	Kindly Provide the details mentioning Bloomberg Tier-1 Qualifying PV Module.	-	Kindly Provide the details mentioning Bloomberg Tier-1 Qualifying PV Module.	Not Applicable
4	BHEL-GNFC-ELEC-ARRAY-036	Watchamn cabin shall be mentioned with unit and dimension.	This information will be part of civil drawing	Dimension Must be Mentioned in Drawing. It notifies that all required documents are as per tender specification.	Watchman cabin is mentioned, Dimension will be provided in Civil drawing.	Security Cabin and Watchman Cabin Shall be mentioned along with Dimensions	-	Security Cabin and Watchman Cabin Shall be mentioned along with Dimensions	Location indiacted in PV array layout. Dimensions are as per civil drawing
5	BHEL-GNFC-ELEC-ARRAY-036	Existing Boundary Wall shall be mentioned in drawing.	This information will be part of civil drawing	Existing Boundary wall is not part of civil drawing. Kindly mention Existing boundary wall in this drawing.	GNFC boundaries with respect to Co ordinates provided is mentioned.	Existing Boundary shall be marks separately along with propsed boundary.	-	-	
6	BHEL-GNFC-ELEC-ARRAY-036	Show the details of the strom water drainage and Pipeline network with dimension within this drawing to avoid confusion of the space availability in future for approval of other drawings.	This information will be part of civil drawing	Show the details of the strom water drainage and Pipeline network with dimension within this drawing to avoid confusion of the space availability in future for approval of other drawings.	Separate Civil drawing will be provided later.This information will be incooperated in "As-Built "drawing of PV array Layout.	Details of Road and Drain atleast with dimensions Shall be shown in this particular drawing.	-	-	
7	BHEL-GNFC-ELEC-ARRAY-036	Show the details of lightning Arrester within this drawing to avoid further confusion.	This information will be covered in BHEL-GNFC-ELEC-LA_LYT-039	Kindly update LA Layout with PV array Layout drawing.	This information will be covered in BHEL-GNFC-ELECLA_ LYT-039 .This information will be incooperated in "As-Built "drawing of PV array Layout.	LA Layout with PV array shall be compulsary to show in this drawing.	-	LA Layout with PV array shall be compulsary to show in this drawing.	LA layout will be submitted separately. LA will be superimposed on this PV array layout
8	BHEL-GNFC-ELEC-ARRAY-036	-	-	Main Gate of Plant shall be on the Universal plant Corner. Main Gate shall be placed near to Approach Road of Solar Plant to avoid more Road	Updated and all details are incoporated	Inverter Wise string to be mentioned in this drawing.	-	Inverter Wise string to be mentioned in this drawing.	SMB numbers mentioned in Array layout

File No. EPD-MISCOINTR(APPR)/120/2025-SBD-GNFC (Computer No. 249038)
Generated from eOffice by T G Pragadeesh, SM(TGP)-WC-SBD, SM, SBD-SOLAR BUSINESS DIVISION on 21/03/2026 11:01 am

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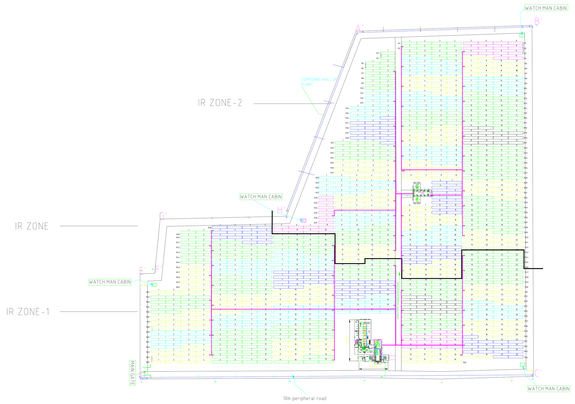
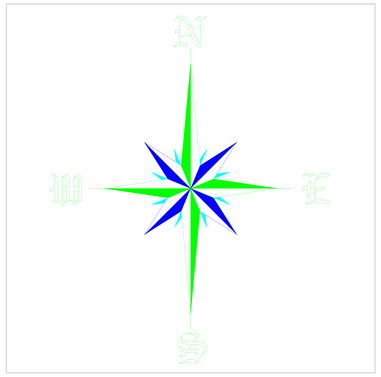
DRG. No. BHEL-GNFC-MMS-017





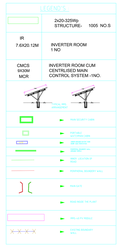
PV ARRAY DETAILS	
PV ARRAY CAPACITY	10 MW AC/ 13.0MWp
PV MODULES 320Wp BLOOMBERG TIER 1	40040 Nos.
PV MODULES IN SERIES	20 Nos.
TOTAL NO. OF SERIES STRINGS	2002 Nos.
STRING MONITORING UNIT	72 Nos.
NO. OF SMBs PER INVERTER	9 Nos.
INVERTER RATING	1250 KVA
NO. OF INVERTER	8 NO.S

NOTES :-
1. 10 M WIDTH OF PERIPHERAL ROAD
2. 10 M WIDTH OF ROAD INSIDE THE PLANT

Marking Scheme

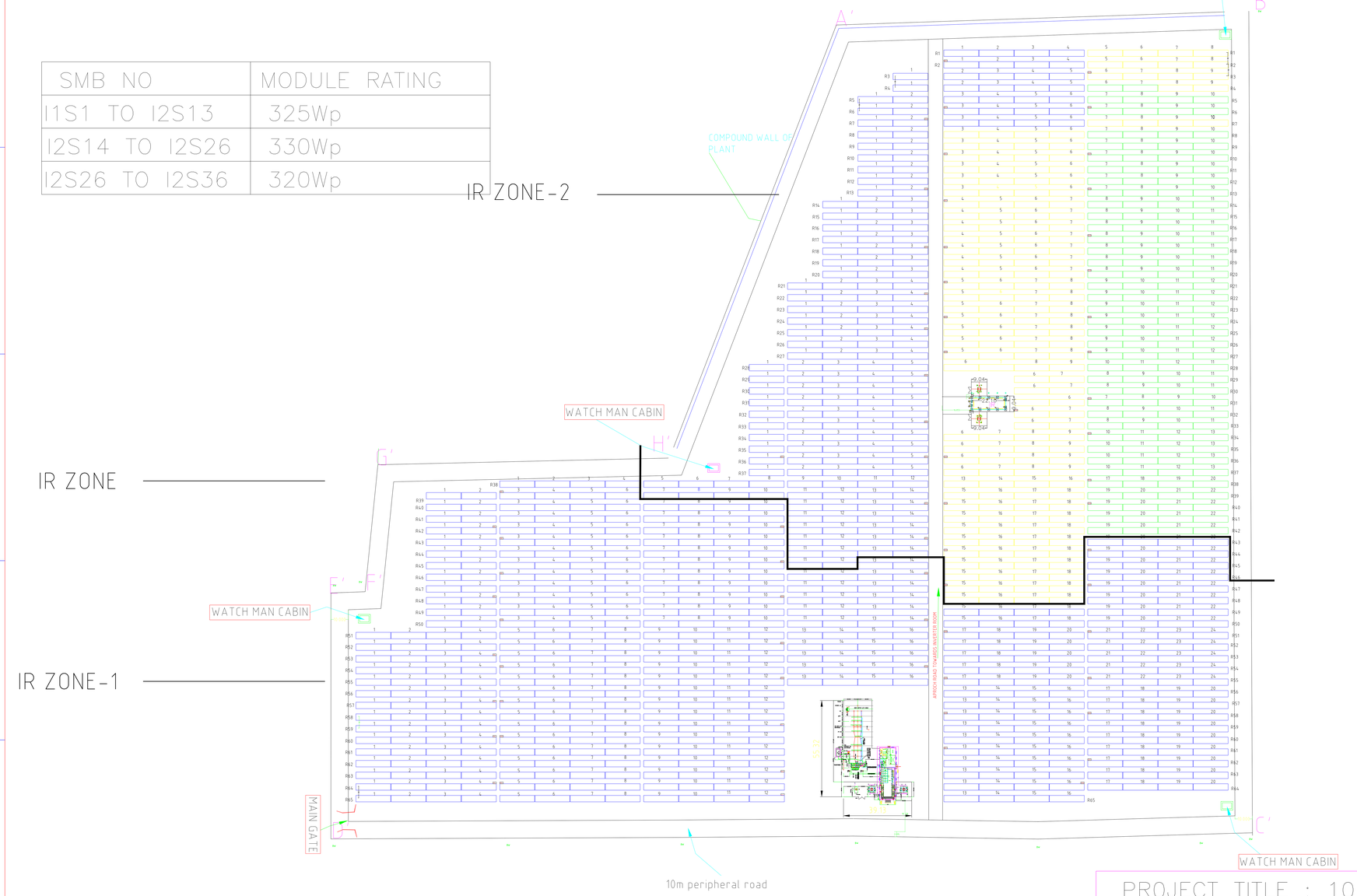
TOTAL NO OF TABLES- 1005 NO'S

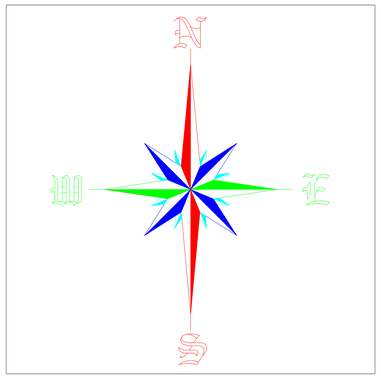
TOTAL NUMBER OF SMB - 72 NO'S


LEGNDS
2X20=320Wp STRUCTURE- 1005 NO.S
IR 7.8X20.12M
INVERTER ROOM 1 NO
CMCS 9X5M MCR
INVERTER ROOM CUM CENTRALIZED MAIN CONTROL SYSTEM -1NO.
FOUNDATION
PIER
PIER SHADOW
PIER SHADOW
PIER SHADOW

DRG. No. BHEL-GNFC-MMS-017

SMB NO	MODULE RATING
I1S1 TO I2S13	325Wp
I2S14 TO I2S26	330Wp
I2S26 TO I2S36	320Wp



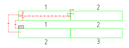


PV ARRAY DETAILS	
PV ARRAY CAPACITY	10 MW AC/ 13.0MWdc
PV MODULES (SPIN BLOORDERG TIER 1	40040 Nos.
PV MODULES IN SERIES	20 Nos.
TOTAL NO. OF SERIES STRINGS	2002 Nos.
STRING MONITORING UNIT	71 Nos.
NO. OF SMBs PER INVERTER	9 Nos.
INVERTER RATING	1250 KVA
NO. OF INVERTER	8 NO.S

NOTES :-

1. 10 M WIDTH OF PERIPHERAL ROAD
2. 10 M WIDTH OF ROAD INSIDE THE PLANT

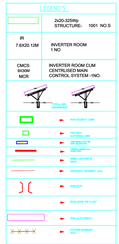
Marking Scheme



TOTAL NO OF TABLES- 1005 NO'S

TOTAL NUMBER OF SMB - 72 NO'S

LEGEND'S



GPS COORDINATE		
A'	X=723867.4900	Y=2646542.4200
B'	X=724104.2700	Y=2646550.4500
C'	X=724106.3600	Y=2646078.4500
D'	X=723577.2750	Y=2646074.9140
E'	X=723577.3000	Y=2646216.2000
F'	X=723596.9300	Y=2646216.9100
G'	X=723604.2560	Y=2646289.8500
H'	X=723770.9800	Y=2646293.6700

PROJECT TITLE : 10 MWp SOLAR POWER PROJECTS AT GUJARAT SOLAR PARK, CHARANKA IN GUJARAT

CLIENT : GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED

CONSULTANT: GUJARAT ENERGY RESEARCH MANAGEMENT AND INSTITUTE

REV.	DATE	ALTERED / CHECKED / APPROVED	REV.	DATE	ALTERED / CHECKED / APPROVED
03.	10.02.20		04.	10.02.20	
		SWITCHYARD LAYOUT ORIENTATION AND MCR EQUIPMENT LAYOUT TWO TABLES ARE REMOVED			FOUR TABLES ADDED NEAR ROW 28 TO 31ROW

	NAME	SIGN	DATE
DRAWN	SEEMA		10.02.20
CHECKED	SA		10.02.20
APPROVED	SA		10.02.20

DISTRIBUTION OF PRINTS

DEPT.	CODE

BHARAT HEAVY ELECTRICALS LIMITED.
ELECTRONICS DIVISION, BANGALORE

TITLE: 10MVp ARRAY LAYOUT AT 22°

No. OF SHEETS	01
SHEET No.	01
REV	03

BHEL DRG. No. BHEL-GNFC-BLEC-ARRAY-036.

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REF. DRG. No.
SIGN. & DATE
INVENTORY No.

Annexure-1

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

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

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

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

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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प्रगदीशटी जी, वरिष्ठ प्रबंधक /वर्क्स कॉन्ट्रैक्ट सेल
PRAGADEESH T G, Senior Manager/ WCC
BHEL- SBD, Bengaluru-560012

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

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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प्रगदीश्टि जी, वरिष्ठ प्रबंधक /वर्क्स कॉन्ट्रैक्ट सेल
PRAGADEESH T G, Senior Manager/ WCC
BHEL- SBD, Bengaluru-560012

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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

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

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

6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

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

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

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

Section 8 -Independent External Monitor(s)

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

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

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

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

8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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प्रगदीशटी जी, वरिष्ठ प्रबंधक /वर्क्स कॉन्ट्रैक्ट सेल
PRAGADEESH T G, Senior Manager/ WCC
BHEL- SBD, Bengaluru-560012

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

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

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

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

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

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

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

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

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

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प्रगदीशटी जी, वरिष्ठ प्रबंधक /वर्क्स कॉन्ट्रैक्ट सेल
PRAGADEESH T G, Senior Manager/ WCC
BHEL- SBD, Bengaluru-560012

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

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract.

For & On behalf of the Principal
(Office Seal)

ಪ್ರಗದೀಶಾಯಿ ಟಿ, ಹಿರಿಯ ವ್ಯವಸ್ಥಾಪಕರು/ವರ್ಕ್ ಕಾಂಟ್ರಾಕ್ಟ್ ಸೆಲ್
प्रगदीशयी टी, वरिष्ठ प्रबंधक / वर्क्स कॉन्ट्रैक्ट सेल
PRAGADEESH T G, Senior Manager/ WCC
BHEL- SBD, Bengaluru-560012

Place Bengaluru
Date

Witness:
(Name & Address)
ವಿ.ಎಂ. ಗಾನಿಗಿ, ಹಿರಿಯ ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು / ವಾಣಿಜ್ಯ
वी.एम. गानिगि, वरि. उप महाप्रबंधक / वाणिज्य
V.M. GANIGI, Sr. DGM / Commercial WCC
BHEL-SBD, Bengaluru - 560 012

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness:
(Name & Address)

GENERAL CONDITIONS

OF

CONTRACT

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

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2.23. Suspension of Business Dealings

2.24. Other Issues

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. ***AUTHORISATION AND ATTESTATION***

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

1.8. ***EARNEST MONEY DEPOSIT***

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

The EMD may be accepted only in the following forms:

(i) Electronic Fund Transfer credited in BHEL account (before tender opening)

(ii) Banker's cheque/ Pay order/ Demand draft, in 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/RTGS (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***

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ 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 defined in NIT I contract, from the bills along with due interest "

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 deducting10% 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, BENGALURU - 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 pre mature closing of contract due to reasons as mentioned in the contract

*2.2 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION***

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

*2.3 **ISSUE OF NOTICE***

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

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

2.4 USE OF LAND

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

2.4.1 STORES AND MATERIALS:

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

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

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

2.4.2 PATENT RIGHTS:

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

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

2.4.3 WATER:

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

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

2.4.4 TEMPORARY WORKSHOPS, STORES ETC:

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

On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-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 de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC (Over run Charges) in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value.

2.7.9 ***LIQUIDATED DAMAGES/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 19748, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, 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 wok required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:

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

*2.9 **PROGRESS MONITORING, MONTHLY/ WEEKLY 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/ week 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/ weekly 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