

ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)

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

Dear Sir / Madam,

SUB: Tender enquiry for Sub-contract work of Shifting of Material from Store. Cable Laying. Termination. Erection and Commissioning of DDCMIS and Associated Work in ASH Silo Area.

Project Location: NTPC GADARWARA. 2 X 800 MW. M.P

Tender Enquiry Number	: CE/ES/2024-25/NTPC-GAD/OFFSITE
Tender date	: 10.04.2024
Tender due Date and Time	: 24.04.2024 13:30 Hrs.

Sealed tenders in single part are invited for taking up the subject contract work
The following details may be carefully studied and considered in responding to the enquiry.

1. No extension of time will be given for submission of offer under any circumstances.
2. Offer cover shall be **super scribed** with the “**Tender Enquiry number, due date and time**”.
3. Sealed Offer can be sent by post/courier addressed to the **Addl. General Manager/ External Services Department, BHEL-EDN, P.B.No.2606, Mysore Road, Bangalore - 560 026** so as to reach us before the due date and time.
4. Tender Document can also be electronically submitted in the form of pdf format protected by Password of bidder's choice and the same shall be shared with BHEL on the day of Opening of the bid.
5. Offers will be opened at Tender opening room situated near Reception Or Any Other Convenient Location at BHEL- EDN, Bangalore on **24.04.2024 at 13:30 hours** in the presence of bidder who wish to be present.
6. The validity of offer shall be for 90 days from the date of opening.
7. The prices quoted shall be FIRM. No escalation in price/s will be allowed.
8. GST, if applicable, will be paid extra only if it is matching with data uploaded by the Bidder in GST portal. The Bidder shall mention Bidder's GSTIN number in all quotation submitted.



9. The bidder shall submit **a copy Income Tax PAN Number, ESI & EPF registration (if applicable) & GST registration document (if registered)** along with the offer.
 10. The tender is likely to be finalized in a very short time.
 11. The bidder is advised to visit the project site to familiarize themselves with the project site conditions.
 12. The total value of work is Rs **269,300** exclusive of GST, Payable Extra for Erection, Cable Laying, Termination and Commissioning work.
 13. The estimated time for completion of work is 90 days or in line with NTPC Gadawara erection schedule whichever is later.
 14. Advance payment and interim payment will **not** be paid to the Contractor.
 15. For any clarification on this tender, DGM / External Services OR Sr. DGM/ External Services may please be contacted on phone no. 080-2699 9049/8751, email id: sdbarman@bhel.in / jawarkar@bhel.in
 16. EMD is not Envisaged in this Contract
- Enquiry comprising of following documents are issued herewith:
- a) Section 1: Special Instructions
 - b) Section 2: Scope of Work
 - c) Section 3: Schedule of price
 - d) Section 4: Special conditions of contract.
 - e) Section 5: No deviation certificate.

BHEL reserves the right to cancel or reject the offer either partly or in full without assigning any reasons thereof.

Thanking you,

Yours Faithfully,
For & On behalf of BHEL-EDN

-Sd/-

(S DEBBARMAN)
DGM / CE-EXT. SERV.

SECTION 1

GENERAL CONDITIONS OF CONTRACT

1. The offer shall be submitted in a single part in a sealed envelope prominently **super scribing** the “**Tender Enquiry Number and due date**” as mentioned in the covering letter.
2. The bidder is requested to carefully and thoroughly read the instructions/ documents sent to them. For any further clarifications BHEL may be contacted.
3. The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.

Pre-Qualification Requirement:

The Bidders having past experience of successfully completed similar type of job like “shifting & erection of panels, cabling, glanding, ferruling & termination” in NTPC Projects are only eligible to participate.

Supporting documents like work completion certificates from BHEL/Customers/Proof of Payment Receipts against similar Work Completion to be submitted along with the offer documents to be considered for further evaluation.

4. Security Deposit (SD) @ 5% of the contract value (including GST) shall be paid by the successful bidder. The successful bidder has option to pay a minimum of 50% of the SD amount by pay order or demand draft in favor of BHEL, payable at Bangalore before start of work and balance 50% can be recovered while releasing the payment for work carried out.
5. The security deposit shall not carry any interest.

Modes of deposit:

The S.D amount 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)

(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) 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)

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.

6. The Contractor will have to submit a certificate to BHEL declaring that the Contractor has complied with all the statutory provisions including and pertaining to Provident fund during the execution period of the contract.
7. Security Deposit amount will be returned after 60 days from the date of successful completion of work as per the contract after duly certified by BHEL Site Engineer on **WAM-10** format along with compliance certificate (as per SI. No. 7 above).
8. Workmanship guarantee is applicable for a period of 12 Months from the date of successful completion of work. Any rectification work to be carried out during the guarantee period shall be carried out at free of cost.
9. The Contractor shall mobilize his men, materials, tools & tackles to site immediately from the date of intimation from BHEL (or) release of LOI / WO.
10. In addition to the local laws and regulations the bidder shall also comply with the Minimum Wages Act. The Payment of Wages Act and the rules made there under in respect of labor currently employed on or connected with the contract shall be followed.
12. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per section 5.
13. Bidder shall return this tender document with each page duly signed & stamped by them to BHEL along with their offer.
14. The work will be taken up immediately and the work shall be completed as per the BHEL's / NTPC-GADARWARA erection schedule requirement.
15. Payment term: 90% payment (less 50% of SD amount, as applicable if the total SD amount is not received) will be released within 30 days from the date of receipt of bill at BHEL-EDN, Bangalore on completion of work and actual cable laid bill of quantities certification by BHEL site Engineer or BHEL-Customer. Bill shall be forwarded to BHEL-EDN, Bangalore for process and release of payment.
16. Mode of payment: Payment will be made by EFT and the transaction charges (if any) shall be borne by the Contractor. The Contractor will be required to submit NEFT mandate form duly certified by bank for EFT mode of payment along with a

crossed cancelled Cheque. If already a registered vendor with BHEL EDN Unit, EFT form will not be required.

17. No claim & No demand certificate to be submitted along with the invoice for payment.
18. GST, if applicable, shall be paid extra. A copy of GST registration certificate shall be enclosed with the offer. The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.
19. Income tax as per Section 194 of IT Rules plus surcharge as applicable will be deducted from the gross amount of each bill. Please indicate the IT PAN and a copy of PAN Card be submitted with the offer.

20. Goods and Services Tax (GST):

- a) BHEL GSTIN number is **23AAACB4146P1ZN**. All invoices to contain BHEL GSTIN No.
- b) The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
- c) The Bidder shall also mention SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- d) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availing.
- e) Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
- f) Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- g) For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the invoice.
- h) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied on BHEL.
- i) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- j) Penalty if any, charged to successful bidder during execution of the job, GST as applicable will be recovered along with penalty amount.
- k) As per GOI, Ministry of Finance - 1st day of October, 2018, as the date on which the provisions of section 51 GST Act shall have come into force. If applicable for this contract to be acceptable to contractor for deduction of GST TDS @1% on taxable value excluding GST.

21. The Contractor has to make his own arrangement for T&P safety appliances and consumables required for the above job.
22. The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.
23. Any person below the age of 18 years shall not be deployed for the work.
24. The Contractor shall be required to pay full wages to the workers as per prevailing rules.
25. If the Contractor fails to deploy required numbers of labors as per the terms of contract, then recovery @ double the minimum wages of unskilled labor shall be effected for number of labor less than the specified requirement, if not specially mentioned otherwise.
26. The Contractor has to comply fully with the safety requirement of the NTPC-GADARWARA premises.
27. The Contractor shall possess **"Independent PF code"**. Contractor has to observe all formalities as per PF act or Workmen Compensation Insurance, as applicable.
28. The Contractor shall furnish a copy of Labor license from the Dy. Commissioner of Labor, if applicable.
29. The Contractor shall be liable to comply with provisions under the various labor legislations. Besides other obligations under the labor legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief labor commissioner, Provident fund under the Provident Fund Act, compensation under the workmen compensation Act, Retrenchment compensation etc. The Contractor shall indemnify NTPC-GADARWARA against all claims, damages and compensations on account of his failure to comply with statutory provisions.
30. The Contractor shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
31. In case of any conflict amongst the various drawings and other tender documents, the decision of the BHEL site Engineer shall be final and binding.
32. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Contractor arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL- EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.
33. It would be the responsibility of the Contractor to give weekly off and other holidays to their employees as applicable at the place of working (NTPC-GADARWARA).
34. As per NTPC-GADARWARA statutory requirement, the Contractor and their workers shall

Follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property. Contractor shall also take

Insurance cover for workmen compensation for the workers employed by him at his owncost.

- 35.No complaints from Contractor's workmen with regard to nature of work entrusted or place of work will be entertained.
- 36.The Contractor or his authorized representative shall be available at plant site daily for receiving necessary instructions from Engineer-In-Charge, BHEL and to carry out the work accordingly.
- 37.The Contractor should note that the labor under their contract will be working in the vicinity of running equipment's and they should give proper instructions to all the workers under their control to be careful so as to avoid any accidents.
- 38.The Contractor is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.
- 39.Quantities likes cable laying & removal will be paid to contractor on actual laid / removal quantity after measurement only. Similarly, for other BOQ also any addition in quantities will be paid on pro-rata basis as per quoted rates.
- 40.LD / Penalty Clause – Delay attributable to contractor with proper intimation will be recovered at ½ % of the contract value per week of delay & maximum limited to 10% of the contract value.
- 41.Even though the work will be carried out under the supervision of BHEL Engineer, the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of **12 (Twelve) months** from the date of completion of work as certified by BHEL Engineer, and shall rectify, free of cost to BHEL, all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the Contractor failing to repair the defective works within the time specified by BHEL 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 out of any amount payable to the Contractor or by other legal means

RISK PURCHASE:

In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

$$R \quad \text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A = Value of Balance scope of Work/ Supply (*) as per rates of new contract

B = Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the

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Website: www.bhel.in

Contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

(Balance scope of work/ supply) :

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

42. **ARBITRATION:** All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of BHEL Engineer or any other person is by the Contract expressed to be final and conclusive, shall after written notice by either party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the Contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this Contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the

13. Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the Arbitrator at his discretion may determine.

Note: The term 'Company' means BHEL and 'Customer' means NTPC Gadawara STPP.

PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.

Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.

- Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
- The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
- No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
- The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
- If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
- "The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".**
- "Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

PAYMENT TERMS

- All payments will be released in stages on Prorata basis as per the work completion. **BHEL Engineer** will certify the actual work executed in the measurement books and bills, which shall be accepted by the Contractor in measurement book.
- Contractor shall submit bills for the work completed under the specification, once in a month (for the period 1st to 30 / 31st of each calendar month) preferably in the last week, detailing work done during the previous month. The format for billing shall be approved by **BHEL ENGINEER** before raising invoices.
- All payments shall be released from BHEL Bangalore through Electronic Fund Transfer (EFT) only to the Contractor's bank account directly. After the bills are received at Bangalore after certification by BHEL site Engineer along with all statutory documents, the process of release of payment to Contractor is expected to take 30 to 45 days.
- Non - receipt of payment / delay in getting payment from BHEL cannot be the reason for Contractor to delay in making payment of wages to their workmen.**
- Any interruption, delay in the ongoing activities affecting the progress of work cannot be tolerated and viewed very seriously. Contractor is advised to take note of this and ensure labour payments in time (by 10th of every month) without fail.**
- The Contractor has to submit his running bills in printed format with serial numbers and mentioning the registration numbers for service tax (GST), TIN, sales tax etc .

- Subject to any deduction which BHEL may be authorized to make under the Contract, the Contractor on the certificate of the **BHEL Engineer** at site be entitled for payment as explained hereunder:

For Equipment erection:

(A) For Equipment Erection, 90 % (Sixty) of item rate shall be payable on pro rata basis on erection, Cable Laying and termination of equipment as certified by **BHEL Engineer In Charge**. The following shall be furnished along with the bill.

- Certified Measurement sheets for completed portion of work duly signed by

BHEL Engineer is to be furnished along with the monthly Bill.

- Wage sheet, Muster roll, ESI for the **previous month** along with Provident fund deposit challan
- GST paid details for the present RA Bill which is being submitted

Last 10 % of the item rate value of work on completion of all pending works, reworks, material reconciliation, area cleaning and fulfilment of Contractual obligations and on submission and passing of Final bill as certified by **BHEL Engineer In Charge**

The bills with all enclosures shall be submitted in Triplicate Attendance certification by BHEL Site in charge is to be furnished for manpower provided under free of cost basis along with each RAB.

The payment for the First running bill will be released only after production of copies of following certificates

- PF Registration /membership certificate
- Labour Licence (Form V till licence is obtained)
- Workmen COMPENSATION Insurance policy

SECTION-2

RECEIPT, SHIFTING TO PLACE OF ERECTION, LAYING OF CABLE (CORE and UTP), ERECTION OF CABLE TRAY LAYING OF FLEXIBLE CONDUIT & I&C OF DDCMIS PANEL, HMI STATION, PRINTER, FURNITURE IN OFF SITE CONTROL ROOM AREA

A) SCOPE OF WORK:

Receipt of Station Control & Instrumentation Equipment and Cable Drums from BHEL Stores / Open yard, Verification / identification, shifting to place of Erection, Erection, Cable Laying & Termination and Providing Commissioning Assistance for Station Controls & Instrumentation (C & I) package at OFF SITE Area

Laying, dressing and clamping (by Nylon / PVC ties or Aluminum strips or anyother method specified by BHEL Engineer) of the cables in the cable trays / angles. The final dressing of all cables laid by the contractor shall also be done with Nylon cord / Aluminum strip. Cost of cable laying as per BOQ shall include the cost of Nylon / PVC tied and Aluminum strip required for dressing / clamping.

The cables shall be laid in the cable trays and the route as per cable Schedule. Cable Schedule shall be provided which will define the two end points of the cable and type of cable. However, it shall be bidder's responsibility to make a survey of site and lay Cable through the shortest existing cable tray route available at site. While most of the cable will be laid in existing cable trays of the power plant, certain quantity of cable is to be laid in flexible GI conduits (approx. 1500mtrs). 3000mtrs of cable tray (50x25x2mm with cover) is also to be erected by the bidder as per site requirements. The contractor shall intimate the engineer in charge whenever the cable tray is filled. Extra cables if laid by the contractor due to mistake, the same shall be removed at no extra cost to BHEL.

The cable run number shall be provided by punching Aluminum Tag plates and tying suitably with nylon ties (at both ends and regular intervals of 5 meters as advised by BHEL Engineer) which shall be arranged by contractor at his cost. Indelible tags to be provided at all terminations, on both sides of the wall or floor crossing, on each conduit / Duct / Pipe entry /exit and at every 20 mtr. In cable tray/trench.

While laying cables, existing cable tray covers and false flooring may be required removing and re-fixing. The same has to be done at no extra cost to BHEL.

Cable clamping: All cables laid on trays shall be neatly dressed up & suitably clamped/ tied to the tray.

Power cables and instrumentation cables are to be segregated and laid separately.

In vertically stacked cable trays, the higher voltage cable shall be in higher position and instrumentation cable shall be in bottom tier of the tray stack. The distance between instrumentation cables and those of the other system shall be as follows:

From 415V tray system :
610 mm from control cable tray system :
305 mm

The civil works including Grouting, Minor civil work in Control Room and wherever required for Cable laying shall be carried out by the contractor. After cable laying the excavated area / roads shall be refilled and restored by the contractor.

The quantities as mentioned in BOQ are tentative only. The actual / final quantities of cable laid, trench digging & Road / RCC cutting shall be frozen after a joint measurement by BHEL EDN Site In-charge & Contractor Site In-charge. The joint protocol signed in original should be furnished along with bill.

B) OTHER WORKS:

- Removal of related debris and cleaning of area
- Any other minor work for satisfactory completion of contract

C) MAN POWER:

Supervisors & Helpers required for the job are to be mobilized in adequate numbers to complete the job as per the time schedule mentioned.

D) SUPPLY OF MATERIALS:

All types of consumables like clamps, cable ties, conduit etc. required for this cable laying, trenching & dressing job are included in bidder scope.

E) ALL TOOLS & TACKLES: required for carrying out Erection, Minor Civil Work such as Floor Cutting, cable laying, to be arranged by the Contractor.

As customer is insisting BHEL for early completion of this cable laying work, the same has to be completed within 60 days as said in point 12 (page 2 of 12) and shall be carried out immediately upon issue of LOI / WO.

The Contractor should be able to depute required manpower as desired by BHEL Site Engineer intimation.

INTEGRITY PACT**Between**

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

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

Preamble

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

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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Section 5 - Previous Transgression

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

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

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all

Bidders and Contractors.

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

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

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

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

Section 8 -Independent External Monitor(s)

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other Provisions

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

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

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

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

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

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



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

For & On behalf of the Bidder/ Contractor

Place _____

Date _____

Witness: _____

Witness: _____

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

1. INSURANCE

32.1 BHEL / its Customer shall arrange for insuring the materials / property of BHEL / its Customer covering the risks during transit, storage, erection and commissioning.

32.2 It shall be the sole responsibility of the Bidder to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The Bidder shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the Bidder.

32.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the Bidder shall pay necessary compensation and other expenses, if so, decided by the appropriate authority.

32.4 The Bidder will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or Customer. For lodging / processing of insurance claim the Bidder will submit necessary documents. BHEL will reserve the right to recover the loss from the Bidder, in case the damage / loss is due to carelessness / negligence on the part of the Bidder. In case of any theft of material under Bidder's custody, matter shall be reported to police by the Bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.

32.5 If due to negligence/ carelessness on the part of the Bidder, any material/ equipment gets damaged, the Bidder shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the Bidder.

32.6 If due to negligence/ carelessness on the part of the Bidder, any surrounding properties also get damaged, the Bidder shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the Bidder.

32.7 The Bidder may note that BHEL T&Ps / IMTEs are not insured. The Bidder will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL.

In case the damage / loss is due to carelessness/ negligence on the part of the Bidder, the Bidder is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the Bidder.

33.0 STRIKES AND LOCKOUTS

33.1 The Bidder will be solely responsible for all disputes and other issues connected with his workmen. In the event of Bidder's workmen resorting to strike or the Bidder resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the Bidder.

33.2 For any purpose whatsoever, the employees of the Bidder shall not be deemed to be in the employment of BHEL

34.0 FORCE MAJEURE

34.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the Bidder has no control.

34.2 If the Bidder suffers delay in the due execution of the Contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this Contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the Bidder immediately reports to BHEL in writing the causes for the delay but the Bidder shall not be eligible for any compensation on this account.

SECTION- 6

(Preferably to be submitted on Bidders Letter Head)

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE
KNOWLEDGE OF SITE CONDITIONS**

We hereby declare and confirm that we have visited the project site under the subject namely
.....

.....and acquired full knowledge about the site conditions, wage
structure, Industrial climate and total work involved.

We further confirm that the above information is true and correct and we will not raise any claim of
any nature due to lack of knowledge of site condition.

Bidder's Name and Address.

Place:
stamp)

(Signature of the Bidder With

Date:

SECTION- 7*NON-DISCLOSURE AGREEMENT*

(Preferably to be submitted on Bidders Letter Head)

Memorandum of Understanding

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

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

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL EDN Bangalore.

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

SECTION- 8**NO DEVIATION CERTIFICATE**

(Preferably to be submitted on Bidders Letter Head)

FORMAT OF UNDERTAKING

REF:

Date:

To
Bharat Heavy Electricals Limited
Electronics Division
Mysore Road
Bangalore 560 026

TENDER Ref. No.: **CE/ES/2024-25/NTPC-GAD/OFFSITE** Dated: 10/04/2024

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content and site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null & void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby confirm our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted our offer in accordance with tender instructions.

Thanking you,

Yours Faithfully

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

SECTION- 9NO-CLAIM NO-DEMAND DECLARATION

(Preferably to be submitted on Contractor's Letter Head)
Format of declaration to be given with Final Bill

Ref:

Date:

To:
BHEL-Electronics Division
PB No.: 2606,
Mysore Road
Bengaluru – 560026

Dear Sir/Madam,

Ref: Your WO NO. _____ Dated: _____

This is to certify that

1. We have made full & final payment (Retrenchment Compensation, one-month notice / notice pay in lieu thereof, payment for un availed portion of EL etc.as applicable) to all our workers and as on today nothing is pending / payable to any worker on account of wage & other benefits.
2. We have complied with relevant provisions of employees provident fund and misc. Provisions Act 1952 and rules made there under and we have deposited up to date PF contribution under PF code No: _____
3. No one was injured / died due to accident during the period of Contract in the execution of work and hence no compensation payment is applicable.
4. No labor payment is pending with us.
5. We hereby certify that the work was completed in accordance with terms & conditions of the said work order / award letter and all the particulars as declared above are true to the best of my knowledge & belief.
6. That in case principal employer BHEL EDN Bangalore is held responsible / liable to pay any amount / penalty charge by an order of the court, arbitrator or authority due to acts or omissions of the Contractor M/s. _____, we hereby undertake to indemnify the principal employer to deduct that amount from our bills payable by you in any other Contract.
7. No other claims against this Contract / Work Order will be made by M/s. _____ on BHEL Bangalore.

Thanking you,

Yours sincerely,

BILL OF QUANTITIES FOR ERECTION AND COMMISSIONING OF DDCMIS AND ASSOCIATED DRY ASH SILO AREA.
PROJECT LOCATION: NTPC GADARWARA, 2 X 660 MW, M.P

S NO	DESCRIPTION	Qty	UOM	Quoted Unit Rate (In Rs Excl. of GST)	Total Quoted Price (In Rs Excl. of GST)	Item Weightage
1	Shifting of 7 nos of DCS panels and 1 set of Battery bank with Charger from NTPC Stores to Dry fly ash Silo control room which is outside the NTPC plant'	1	LUMPSUM			0.092833271
2	Fixing and aligning of DCS panels on existing cable trench (MS angle support already fitted)'	7	NUMBER			0.415893056
3	Drilling holes in the base plates of panel for cable entries as per cable schedule. Cables can be 2x35 sq mm and 3C * 1.5 Sq. MM with signal cables which can be 4pair' 8P Rate to quoted for Per Panel wise, irrespective of cable or holes.	7	NUMBER			0.010397326
4	Assembly of Battery Bank on Battery Stand	1	LUMPSUM			0.018566654
5	Supply of battery cell inter-connect if not available at site	1	LUMPSUM			0.037133309
6	Filling Electrolyte in Battery Cells and Carrying Out 2 Cycles of Charging and Discharging	1	LUMPSUM			0.014853323
7	Laying of OFC Cable in trench from DCS Control Room to Main Control room	2500	Mtr			0.352766431
8	Optical Fibre splicing to make joint in optical fibre cable	10	NUMBER			0.009283327
9	Termination of cables among DCS, battery' battery charger and other panel within dry fly ash control room'	1	LUMPSUM			0.029706647
10	Man Power Assistance to BHEL Engineer during the Commissioning of DCS Panel	10	MAN DAY			0.018566654
Total Quoted Price(Excl. of GST) in Rs						

Notes:

1. Rate in Rupees per unit of measurement for entire scope of work as defined in this tender specification in respect of all items received from BHEL/Customer Stores, sheds / storage yard. Approx. quantity to be handled is indicated above.
2. Quantity is indicative only. Rate shall be valid for any upward or downward revision in quantity without any limit.
3. Adequate No. of Electricians are to be provided throughout the Contract Period exclusively for assisting BHEL Engineers in Commissioning Activities (in addition to the Electricians employed for regular Termination Work during Shutdown period of Work within the Contract Price

$$\text{Unit Rate} = (\text{Tender Value} \times \text{Weightage Factor}) / \text{Total QTY Of each Item}$$

Notes:

1. Rate in Rupees per **unit of measurement** for entire scope of work as defined in this tender specification in respect of all items received from BHEL/Customer Stores, sheds / storage yard. Approx. quantity to be handled is indicated above.
2. Quantity is indicative only. Rate shall be valid for any upward or downward revision in quantity without any limit.
3. Adequate No. of Electricians are to be provided throughout the Contract Period exclusively for assisting BHEL Engineers in Commissioning Activities (in addition to the Electricians employed for regular Termination during Entire period of Work within the Contract Price.