

NOTICE INVITING TENDER (NIT)

SINGLE PART OPEN TENDER

TENDER REF NO: CE/ES/2022-23WANAKBORI OTS/I&C/SJDB Date: 16/06/2022

Name of Work: Erection and Commissioning of PC Based Operator Training Simulator (OTS) and its Accessories at WTPS, WANAKBORI GSECL GUJARAT.

Scope of Work:- Dismantling and Removal of existing Operator Desk and shifting them to assigned location. Installation of OTS System along with HMI and Network accessories, Installation of Furniture, UPS+ACDB and Battery Bank, Installation of LVS, UCD and Instructor Desk as per BOQ cum Price Schedule. Ferrule printing, termination as per Network cable schedule, Any civil work such as Cutting, Grinding, Chipping of Floor, Preparation of Base Frame along with material to complete the Installation Work. All cabling between the systems supplied by BHEL. Sealing of all cable entries in control desk/ consoles and furniture etc.

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

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

Total Number of pages including Cover page: 67

Last Date and Time for Bid Submission: 27/06/2022, 13:00 Hrs.
Due Date and Time for Bid Opening : 27/06/2022, 13:30 Hrs.

IMPORTANT NOTE

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

Sealed offers under Two part bid system are invited from competent contractors, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per

detailed schedule of work given in Tender Documents. No sale of Bid documents will be done. The Bidder shall download the Bid document from website: www.bhel.com and shall return the duly filled in Tender Document after affixing Signatures and Seal on all pages.	
TENDER REFERENCE NO & DATE	CE/ES/2022-23WANAKBORI OTS/I&C/SJDB Date: 16/06/2022
Scope of Work	Dismantling and Removal of existing Operator Desk and shifting them to assigned location. Installation of OTS System along with HMI and Network accessories, Installation of Furniture, UPS+ACDB and Battery Bank, Installation of LVS, UCD and Instructor Desk as per BOQ cum Price Schedule. Ferrule printing, termination as per Network cable schedule, Any civil work such as Cutting, Grinding, Chipping of Floor and Preparation of Base Frame along with material to complete the Installation Work. All cabling between the systems supplied by BHEL. Sealing of all cable entries in control desk/ consoles and furniture etc.
Period of Work	20 Days Installation and Commissioning Work.
Tender Type	Open Tender (Single Part Bid)
PLACE OF WORK	WANAKBORI TPS, GSECL
Earnest Money Deposit (EMD)	INR 6070 /-
Value of Work	INR 303,500/-
DUE DATE & TIME OF TENDER	27/06/2022 (DD/MM/YYYY), 1330 Hrs.
CONTACT PERSONS	Mr. S DEBBARMAN Sr. Manager/ Mobile: +919886128680 Mr. G.G Maurya DGM/ Mobile: +919449869597
Address for Submission of completed Tender	Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier/pdf through e-Mail , so as to reach the office of Offer inviting Authority Mr. S DEBBARMAN DGM, CE- EXTERNAL SERVICES 5 TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026
Contact Details for Queries related to this tender.	Phone: +91 – 80 – 26998949, +919886128680/ +91-80-26998605, +919449869597 e-mail: sdbarman@bhel.in / gopal.maurya@bhel.in

Sealed Two-part offer is invited against the subject tender enquiry for the work of Erection and Commissioning of C&I Equipment. The following may be noted.

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

**Mr. S DEBBARMAN / DGM,
CE-Ext Serv. NEB 5TH FLOOR,
BHARAT HEAVY ELECTRICALS LTD
Electronics Division,
P.B. No. 2606, Mysore Road,
Bangalore – 560026.
Phone: 080-26998949, 9886128680**

2. The offers received in time, will be opened at BHEL-EDN, Bangalore on **27/06/2022** at 13:30 hours in the presence of those bidders who wish to be present. Offers received after tender closing date & time will not be considered.
3. Period of Work includes 20 Days Installation and Commissioning Work. The validity of offer shall be for 180 days from the date of opening of the bid.
4. The requests for extension of due date will not be considered. The tender will be finalized shortly.

SECTION - I

TENDER NOTICE

01	Ref.: CE/ES/2022-23WANAKBORI OTS/I&C/SJDB Date: 16/06/2022
JOB	Dismantling and Removal of existing Operator Desk and shifting them to assigned location. Installation of OTS System along with HMI and Network accessories, Installation of Furniture, UPS+ACDB and Battery Bank, Installation of LVS, UCD and Instructor Desk as per BOQ cum Price Schedule. Ferrule printing, termination as per Network cable schedule, Any civil work such as Cutting, Grinding, Chipping of Floor and Preparation of Base Frame along with material to complete the Installation Work. All cabling between the systems supplied by BHEL. Sealing of all cable entries in control desk/ consoles and furniture etc.
PROJECT SITE	WANAKBORI TPS, GSECL
TENDER TYPE	SINGLE PART TENDER
EMD	INR 6070/-
WEB SITE FOR TENDER DETAILS	www.bhel.com
DUE DATE & TIME FOR SUBMISSION	LATEST BY 13:00 Hrs. on 27.06.2022 OPENING AT 13:30 Hrs. on 27.06.2022
VALUE OF WORK	RUPEES 303,500/-
CONTACT PERSONS	Mr. S DEBBARMAN /Mobile: +919886128680 Mr. G.G Maurya / Mobile: +919449869597
ADDRESS FOR COMMUNICATION	Mr. S DEBBARMAN DGM, CE- EXTERNAL SERVICES 5 TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026



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

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

SECTION – II PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The Bidders must submit their tenders as required in Single part in sealed cover prominently super scribed as **Technical bid, EMD** and **Price bid** also indicating on the cover, tender reference no., due date and time as mentioned in tender notice.

TECHNICAL CUM PRICE BID

Complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” issued by BHEL. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be submitted. The EMD amount also need to be submitted in this cover

OR

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

Note: BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and Conditions governing RA is provided in Annexure-III of General Conditions of Contract (GCC).



QUALIFYING REQUIREMENTS:

Bidders who wish to participate should fulfill following 'Qualifying Requirements':

1. Bidders should have executed similar nature of work in Power Plants Consisting of Boiler & Steam turbine controls, Balance of plant controls or related field instrumentation works in power projects / Industrial Projects.
2. Average annual financial turnover during the last 3 years ending 31st March 2022 should be not less than Rs 91,050/-

3. **Experience of having successfully completed similar works during last 7 years ending 31.03.2022 should be either of the following:**

- Three similar completed works each costing not less than an amount equal to Rs 121,400 /- for each work.

OR

- Two similar completed works each costing not less than an amount equal to Rs 151,750/- for each work.

OR

- One similar completed work costing not less than an amount equal to Rs 242,800/- for each work.

4. **The Bidder Should Furnish Annual Report (Balance Sheet and Profit & Loss Account), IT Return, for Last Three Years, and Work Order/P.O/LOI along with Corresponding Work Completion certificate/Payment Receipt if partial completion of Work in support for any of the above pre-qualification criteria.**

5. **In case the job is under execution, the value of executed portion of the job shall at least correspond to the respective values specified above, even if the contract has not been completed or closed. The term "executed" means installation and commissioning of C&I System**



Notes:

- I. The Tender Documents comprises of following-
 - a. **PART I –TECHICAL BID**
 - i. **Tender Notice, Procedure for submission of Tender**
 - ii. **General Instruction to Bidder**
 - iii. **General Condition of Contract**
 - iv. **Special Conditions of Contract**
 - v. **ANNEXURE-I to V, ANNEXURE-A to H**
 - vi. **PRICE BID**
- II. The tender documents with complete details are hosted on BHEL's web page www.bhel.com
- III. Bidders intending to participate may download the tender document from the web site..
- IV. Tenders must be submitted to the undersigned latest by **13:00 Hrs. on 27.06.2022.** Technical bids shall be opened at **13:30 Hrs. on 27.06.2022** at the office of the undersigned. Tenders not accompanied with full Earnest Money Deposit of Rs. **6070/-** by Demand Draft or SBI Collect will not be considered. Tenders received after the due date and time shall be liable to be summarily rejected.
- V. Benefit shall be given to MSME/NSIC regarding waiver of EMD for this tender
- VI. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- VII. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- VIII. BHEL takes no responsibility for any loss / delay of documents or correspondences sent by courier / post.
- IX. Bids once submitted, shall not be returned.
- X. Unsolicited rebate / discount shall NOT be accepted after bid opening.
- XI. **In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.**

SECTION- IV GENERAL INSTRUCTIONS TO BIDDERS

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super-scribing the name of work, tender enquiry number as given in the tender notice.
2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED / COURIER POST** " and shall be posted with due allowance for any postal delay. The tenders received after the due dates are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
5. The bidders shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the bidder have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the bidders are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labor. No claim will be entertained later on grounds of lack of knowledge.
7. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.
8. The bidder shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
9. All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the bidder.
10. QUALIFICATIONS OF BIDDERS: Only bidders who have previous experience in the



work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.

11. DATA TO BE ENCLOSED: Full information shall be given by the bidder in respect of the following. Non submission of this information may lead to rejection of the offer.

11.1 FINANCIAL STATUS: Financial viability as per pro forma enclosed at ANNEXURE-`A`

11.2 INCOME TAX CLEARANCE CERTIFICATE: A certificate of Income tax clearance from the appropriate authority in the forms prescribed thereof duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period. This is to be submitted on demand from BHEL.

11.3 PREVIOUS EXPERIENCE: A certificate giving details, particulars (giving documentary evidence) of the various service rendered in progress for each similar works by the bidder indicating the particulars and value of each work, the site location, the duration, date of completion etc., need to be submitted.

11.4 ORGANISATION CHART: The organization pattern that are totally available with him and that will be employed by the bidder for this work in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per pro forma enclosed at ANNEXURE-`B`.

11.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole Proprietor shall also be attached.

11.6 IN CASE OF AN INDIVIDUAL: His Full name experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

11.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the bidder is having and those that will be deployed on this job as per pro forma enclosed at ANNEXURE-`C`.

11.8 Analysis of unit rate quoted as per pro forma enclosed at ANNEXURE-`D`.



11.9 Declaration sheet as per Pro forma enclosed at ANNEXURE-`E'.

11.10 In additions to the above, the particulars required elsewhere in tender documents.

11.11 Checklist and schedule of general particulars duly filled in, signed and stamped as per ANNEXURE-`F'.

NOTE : In terms of clauses 11.1 to 11.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

12. EARNEST MONEY DEPOSIT: Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

NOTE: Bank Guarantee, Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted for EMD.

12.1 Cash (As permissible under Income Tax Act): The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed along with the tender.

12.2 Pay Order / Demand Draft in favor of Bharat Heavy Electricals Limited, Bangalore/ SBI Collect Remittance.

12.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.

12.4 The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.

12.5 In the case of unsuccessful bidders, the Earnest Money will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.

12.6 BHEL reserves the right of forfeiture of Earnest Money deposit in case the successful bidder:

(a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.

(b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of Contract.

12.7 EMD shall not carry any interest.

12.8 Bidders, who so ever desires, may deposit one time Earnest Money Deposit of Rs. **6070/-** in cash (As permissible under Income Tax Act) /DD/pay order/SBI Collect. Bidders, who furnish one time EMD as above, will not be required to furnish EMD time and again

along with their tenders submitted to BHEL/ Bangalore. However, they will be required to indicate the remittance details and date of one time EMD in Part-I of this tender.

Benefit shall be given to bidders with MSME/NSIC Certification regarding waiver of EMD for this tender

13. **AUTHORISATION AND ATTESTATION:** Tenders shall be signed by persons duly authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

14. **VALIDITY OF OFFER:** THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF THREE MONTHS FROM THE DATE OF OPENING OF TENDERS. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.

15. **EXECUTION OF CONTRACT:** The successful bidder's responsibility under this Contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form as per SECTION-V , ANNEXURE-'I' with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.

16. **SECURITY DEPOSIT: Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.**

1. **The total amount of security deposit shall be 3 % of the contract value + GST**
2. Upon acceptance of tender, the Successful Bidder must deposit at least 50% of the amount of Security deposit (**Contract Value + GST**) within the time specified in the Letter of Award or Work Order before commencement of work.
3. The successful bidder has options to pay the Security Deposit (SD) amount by pay order/ demand draft / Securities like NSC /Bank Guarantee((Refer ANNEXURE-G) / Fixed Deposit Receipt/SBI Collect etc. as per BHEL's policy before commencement of work.
4. Security deposit can also be recovered at the rate of 10% progressively from the running bills. However in such cases, at least 50% of the security deposit should be deposited before the start of the work and balance 50 % will be recovered from the Running Bills.
5. The security deposit shall not carry any interest.
6. If the value of work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and the additional security deposit will be

immediately deposited by the successful bidder or recovered from payments due to the contractor from Monthly bills(RAB).

7. **SD REFUND:** 50% of the Security Deposit amount will be returned after 30 days from the date of submission of final bill on certification by BHEL Site Engineer & on receipt of required declaration forms for release of SD. Balance 50% will be refunded after settlement of final bill and production of “No Due/No Demand Certificate” from BHEL EDN Site In-Charge.

NOTE: Acceptance of Security Deposit against Sl. No. (4) and (6) above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, 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.

16.4 Security deposit shall not be refunded to the Bidder except in accordance with the terms of the Contract.

16.5 The validity of the Bank Guarantee furnished towards Security Deposit shall be up to the period of completion of work as stipulated in the Letter of Intent + claim period of 6 months and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

16.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Bidder or recovered from payments due to him.

16.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.

16.8 If any part of Security Deposit of the Bidder is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realized fully without referring to the Bidder. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

16.9 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Bidder's failure to fulfill any of the Contractual obligations or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other Contracts with BHEL.

16.10 RETURN OF SECURITY DEPOSIT : If the Bidder fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security



Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other Contracts entered into with the Bidder.

It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after settlement of final bill and production of "No Due/No Demand Certificate" from BHEL EDN Site In-Charge

NOTE: All the BGs are to be submitted as per BHEL pro forma.

17. **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the Bidder.

18. REJECTION OF TENDER AND OTHER CONDITIONS:

18.1 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 Bidders.
- (c) To award the work in part.
- (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

18.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

18.3 If a bidder expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.

18.4 BHEL will not be bound by any Power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. BHEL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Bidder concerned.

18.5 If the bidder 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 moneys due.

18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.

18.7 Should a bidder or Bidder or in the case of a firm or Company of Bidders/ one or more of its Partners/ shareholders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact along with the offer, failing this BHEL



may, at its sole discretion reject the tender or cancel the Contract and forfeit the Earnest Money/ Security Deposit.

18.8 The **successful bidder should not sub-Contract** the part or complete work detailed in the tender specification without written permission from BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

18.9 **NO DEVIATIONS** to the tender conditions will normally be accepted. However, if the bidder insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the bidder's offer.



SECTION - V

GENERAL CONDITIONS OF THE CONTRACT (GCC)

19. The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

19.1 BHEL (or B.H.E Limited.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.

19.2 'GENERAL MANAGER' shall mean the Officer in Administrative charge of the Contracting Unit of BHEL.

19.3 'ENGINEER' or 'ENGINEER-IN-CHARGE' shall mean Engineer deputed by BHEL. The terms include Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at BHEL Electronics Division, Bangalore.

19.4 'SITE' shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.

19.5 'CLIENTS OF BHEL' or 'TATA POWER' shall mean the project authorities to whom BHEL is supplying the equipment – i.e., TPCL LIMITED.

19.6 'BIDDER' shall mean the individual, firm or company who enters into Contract with BHEL and shall include their executors, administrators, successors and permitted assigns.

19.7 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules 8 of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders, the drawings, the technical specifications, the special specifications, if any. The tender terms stipulated by the bidder 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 and incorporated in the Agreement.

19.8 Acceptance letter issued by BHEL: Any conditions or terms stipulated by the bidder 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 and incorporated in the Agreement.

19.9 '**GENERAL CONDITIONS OF CONTRACT (GCC)**' shall mean the 'Instructions to Bidders' and 'General Conditions of Contract' pertaining to the work detailed.

19.10 **`TENDER SPECIFICATIONS'** shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the bidders are required to submit their offer. Individual Specifications Number will be assigned to each tender specifications.

19.11 **`TENDER DOCUMENTS'** shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).

19.12 **`LETTER OF INTENT'** shall mean the intimation by a letter / telegram / telex / fax to the bidder that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the Bidder commences from the date of issue of this letter and all the terms and conditions of Contract are applicable from this date.

19.13 **`COMPLETION TIME'** shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.

19.14 **`PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.

19.15 **`EQUIPMENT'** shall mean all equipment, machineries, materials, structural, electrical and other components of the plant covered by the Contract.

19.16 **`TESTS'** shall mean and include such test or tests to be carried out by the Bidder as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the Contracted work or part thereof.

19.16 **`APPROVED', `DIRECTED' or `INSTRUCTED'** shall mean approved, directed or instructed by BHEL.

19.17 **`WORK' or `CONTRACT WORK'** shall mean and include supply of all categories of labor, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.

19.18 **`SINGULAR' and `PLURAL' etc.:** Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or association or Body of Individuals, whether incorporated or not.

19.19 **`HEADINGS'** The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the Contract.

19.20 **`MONTH'** shall mean calendar month.



19.21 "WRITING" shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

20. 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 at Bangalore, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

21. ISSUE OF NOTICE : The Bidder shall furnish to the Engineer, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder or his authorized agent or left at or posted to the address either of the Bidder or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

22. USE OF LAND: No land belonging to BHEL or its Tata Power under temporary possession of BHEL shall be occupied by the Bidder without the written permission of BHEL.

23. COMMENCEMENT AND COMPLETION OF WORK:

23.1 The Bidder shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.

23.2 If the successful bidder fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the Contract. His Earnest Money and/ or Security Deposit 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.

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

23.4 The transported equipment erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

24. MEASUREMENT OF WORK AND MODE OF PAYMENT:

24.1 All payments due to the Bidder shall be made through Electronic Fund Transfer (EFT). For this the Bidder has to submit the EFT form duly signed by their banker (EFT Format is enclosed).

24.2 For progress/ running bill payments, the Bidder shall present detailed

measurement sheets in **TRIPLICATE** duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.

24.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book and signed by both the parties.**

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

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

24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this Contract.

24.7 Measurement shall be taken jointly by persons duly authorized by BHEL and the Bidder.

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

24.9 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-measurement shall be borne by the Bidder.

24.10 **Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Bidder, as directed.**

24.11 Final measurement bill shall be prepared in the pro-forma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Bidder shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work.



25. RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder to any compensation.

25.1 To get the work done through another agency at the risk and cost of the Bidder, in the event of poor progress or the Bidder's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the Contracted work without written permission of BHEL, non-fulfillment of any Contractual obligations etc. and to claim / recover compensation for such losses from the Bidder including BHEL's supervision charges and overheads from Security Deposit/ other dues.

25.2 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 another agency and/ or by the departmental labor to suit BHEL's commitments to its Tata Power or in case BHEL decides to advance the completion due to other emergent reasons / BHEL's obligation to its Tata Power.

25.3 To terminate the Contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- (a) Bidder's continued poor progress.
- (b) Withdrawal from or abandonment of the work before completion of the work.
- (c) Corrupt act of the Bidder.
- (d) Insolvency of the Bidder.
- (e) Persistent disregard of the instructions of BHEL.
- (f) Assignment, transfer, subletting of the Contract work without BHEL's written permission.
- (g) Non-fulfillment of any Contractual obligations.

25.4 To recover any moneys due from the Bidder from out of any moneys due to the Bidder under this or any other Contract or from the Security Deposit.

25.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of Contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the Contract value per week of delay or part thereof subject to a ceiling of 10% of the Contract value.

25.6 To determine the Bidder to restrict the quantum of work and pay for the portion of work done in case BHEL's Contract with its Tata Power is terminated for any reason.

25.7 To effect recoveries from any amounts due to the Bidder under this or any other Contract or in any other form the moneys which BHEL is forced to pay to anybody due to Bidder's failure to fulfill any of his obligations.



25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

25.9 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the Bidder and to recover the expenditure on account of the same from the moneys due to the Bidder.

25.10 While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Bidder will not be entitled to any compensation/ extra payment on this account.

25.11 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Bidder.

26. RESPONSIBILITIES OF BIDDER IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Bidder in respect of observance of local laws, employment of personnel, payment of taxes etc.:

26.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

26.2 The Bidder at all times during the continuance of this Contract, shall in all his dealings with the local labor for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs. **The minimum wages, Bonus payment, Leave payment as per local procedures to be adopted strictly by the bidder. The P.F even for temporary labors to be paid strictly and document like payment voucher to be produced every month.**

26.3 The Bidder shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labor (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labor as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The Bidder shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

26.4 The Bidder, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labor (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate **(Form-V) issued by the principal employer/ GSECL.**

26.5 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations

connected with this Contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the Bidder either from moneys due to him or otherwise as deemed fit.

26.6. The Bidder will also meet all expenses in connection with his welder's qualification/ requalification tests etc. (Not applicable).

26.7 The Bidder shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labor (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the Contract.

26.8 The Bidder shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

26.9 The Bidder shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

26.10 The Bidder shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the Bidder to make good the losses and compensate them.

26.11 All the properties/ equipment/ components of BHEL/ its Tata Power loaned with or without deposit, to the Bidder shall remain the properties of BHEL/ its Tata Power. The Bidder shall use such properties for the purpose of execution of this Contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the Bidder within 48 hours. The Bidder shall return them in good condition as and when required by BHEL/ its Tata Power. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the Bidder.

26.12 It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its Tata Power's equipment and other materials may be made available to the Bidder on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its Tata Power from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the Bidder or security deposit in one installment.

26.13 The Bidder shall fully indemnify and keep indemnified BHEL/ its Tata Power against all claims of whatever nature arising during the course of execution of this Contract.

26.14 In case the Bidder is required to undertake any work outside the scope of this Contract, the amount payable shall be as may be mutually agreed upon.

26.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the Bidder, will have to be compensated by the Bidder either

by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.

26.16 The Bidder shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The Bidder and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

26.17 The Bidder will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the Bidder's representative should be furnished to BHEL.

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

26.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

26.20 No idle labor charges will be admissible in the event of any stoppage of work resulting in the Bidder's workmen being rendered idle due to any reason at any time.

26.21 The Bidder shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its Tata Power.

26.22 Bidder shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work.

Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of Contract and dealt with accordingly.

26.23 The Bidder shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the Bidder 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 Bidder 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 Bidder.

26.24 The Bidder 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 Bidder 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.

26.25 The Bidder shall furnish **daily labor deployment report** indicating the classification and number of workmen engaged, date wise and category wise. Besides, the Bidder shall also furnish daily progress reports on work as required by the Engineer.

27. RESPONSIBILITIES OF BIDDER IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

27.1 All safety rules and codes applied by BHEL and its Tata Power at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing, guards, signs etc. or other protections necessary for the purpose. Bidder 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 etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the Bidder till the completion of the work under this Contract.

The Bidder shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

27.2 The Bidder shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.

- (a) Safety Helmets conforming to IS-2925
- (b) Safety Belts conforming to IS-3521
- (c) Safety shoes conforming to IS-1989
- (d) Eye & Face Protection devices conforming to IS-8520 and IS-8940
- (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.

27.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the Bidder shall be of safe design and construction. These shall be tested and certificate of fitness 17 obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

27.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the Bidder to carry out all types of electrical works. All electrical appliances including portable electric tools used by Bidder shall have safe plugging system to source of power and be appropriately earthed.

27.5 The Bidder shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

27.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the Bidder shall be responsible for carrying out such provision and/or

storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. The Bidder in all such matters shall also take prior approval of the authorized BHEL official at the site.

27.7 The Bidder shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

27.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the Bidder, the victim and / or his / her dependents shall be compensated by the Bidder as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the Bidder and recover the same from payments due to the Bidder for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the Bidder to present his case.

27.9 In case of any damage to property due to lapses by the Bidder, BHEL shall have the right to recover the cost of such damages from the payments due to the Bidder after holding an appropriate enquiry.

27.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the Bidder, BHEL shall have the right to recover cost of such delay from the payments due to the Bidder, after notifying the Bidder suitably and giving him opportunity to present his case.

27.11 If the Bidder fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the Bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the Bidder after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

27.12 The Bidder shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by Bidder to the authorized BHEL official from time to time as prescribed.

27.13 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.

27.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.



When cylinders are transported by powered vehicles, they shall be secured in a vertical position.

27.16 All the Bidder's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the Contract.

27.17 Bidder shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labor colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the Bidder of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from Bidder's bills and / or impose penalty as deemed fit by the Engineer.

27.18 Before commencing the work, the Bidder shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

27.19 If safety record of the Bidder in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the Bidder may be considered by BHEL after completion of the job.

28.0 CONSEQUENCES OF CANCELLATION

28.1 Whenever BHEL exercises its authority to terminate the Contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the Bidder's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the Bidder) being less than the Contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the Bidder under the Contract, the Bidder shall either pay the excess amount demanded by BHEL or the same shall be recovered from the Bidder. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

28.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the Bidder shall consist of cost of materials purchased and / or labor provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

29. INSURANCE

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

29.2 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.

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

29.4 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 Tata Power. 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.

29.5 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.

29.6 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.

29.7 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.

30.0 STRIKES AND LOCKOUTS

30.1 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.



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

31.0 FORCE MAJEURE

31.1 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.

31.2 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.

32. GUARANTEE

Even though the work will be carried out under the supervision of the Engineer, the Bidder will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the 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 Bidder 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 Bidder's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the Bidder or by other legal means.

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



34.0 MAKE IN INDIA : For this procurement, Public Procurement (Preference to make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.

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.

ANNEXURE - I

AGREEMENT

Agreement No. and Date _____

Name of the Work _____

Name of the Bidder with _____

Full address _____

Value of work awarded _____

Letter of Intent No. and Date _____

Scheduled Commencement Date _____

Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2019 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____

_____ (hereinafter called the 'Bidder') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the Bidder submitted their offer No.-----dated -----And whereas BHEL has



accepted the offer of the Bidder on terms and conditions specified in the Letter of Intent No.--
-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties
as follows:

1. That the Bidder shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Bidder is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Bidder has furnished a Bank Guarantee bearing no.-----dated -----
--for a sum of Rs.-----executed by ----- in
favor of BHEL towards Security Deposit valid up to -----

OR

The Bidder has furnished to BHEL an initial Security Deposit of Rs.----- in
the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----
-----executed by ----- in favor of BHEL valid upto ----- and has
agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done
from each running bill till the entire Security Deposit is recovered.

OR

The Bidder has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.----- vide
Bank draft No.-----dated -----and by adjusting EMD of Rs.-----submitted
vide Bank draft No. SBI Collect No.----- dated.-----) and has agreed for recovery
of balance Security Deposit by BHEL @ 10% of the value of work done from each running
bill till the entire security deposit is recovered.

4. The Bidder hereby agrees to extend the validity of the Bank Guarantee for such further period
or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from
the Bank, the Bidder, shall pay forthwith or accept recovery of Rs.----- from the bills in
one installment and the Bidder further agrees that failure to extend the validity of the Bank
Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute
breach of Contract. In addition to above, BHEL shall be entitled to take such action as deemed
fit and proper for recovering the said sum of Rs.-----.

OR

In case the Bidder furnishes the bank guarantee at a later date the Bidder hereby agrees to
extend the validity of bank guarantee for such further period or periods as may be required by
BHEL and if the Bidder fails to obtain such extension(s) from the bank, the Bidder shall pay
forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit



from the bills in one installment and the Bidder further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of Contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall execute, construct, Complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

6. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

7. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

8. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Bidder.

10. That whenever under this Contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroy, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.

12. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.

13. That BHEL shall be further entitled to recover from the running bills of the Bidder or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Bidder.

14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.



15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----
and the documents specified therein.

2. Bidder's Offer No-----
dated-----.

3. _____

4. _____

5. _____

6. Letter of Intent No _____
dated_____.

7. _____

shall also form part of and govern this Agreement

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(to be signed by a person holding
a valid Power of Attorney)
(BIDDER)

1.

2.

WITNESS

1.

2.

(For and on behalf of BHEL)

Note: Bank Guarantee period shall be for the period of Contract plus claim period of SIX months.



ANNEXURE II
Electronic Funds Transfer (EFT) OR
Pay Link Direct Credit Form

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

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City:	PINCODE	STATE
-------	---------	-------

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorized Signatory:

Designation:

Telephone NO. with STD Code

Company Seal



External Services
BHEL-EDN, BANGALORE

Bank Certificate

We certify that _____ has an Account No _____ with us and
we confirm that the bank details given above are correct as per our records.

Date: _____ (.....)
Place: _____ Signature _____

Please return completed form along with a blank cancelled cheque or photocopy thereof to:
Bharat Heavy Electricals Ltd,

Attn:
Electronics Division, Mysore Road,
BANGALORE - 560 026

In case of any Query, please call : 080-26998949

Annexure-III

Terms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.



11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



- **GST**

- .1. Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
- .2. Price quoted shall be exclusive of GST. The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder's bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
- .3. Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.

- **EXTRA WORK:**

- .1. BHEL may consider for **payment of extra works on man hour basis @ prevailing minimum wage rate applicable.**
 - a) Require major revamping or rework and which are totally unusual to normal C&I erection work.
 - b) Require rectification / modification for improvement in the design during commissioning,
 - c) Requiring fresh fabrication of components in place of rejected / replaced components.

However reworks carried out by a gang of one technician, two helpers for less than 4 (FOUR) hours will not be considered for extra work.

- .2. The rates indicated as above, shall include over time, if any, consumables, supervision, use of tools and tackles and other site expenses and incidentals.
- .3. The extra works, if any, shall be carried out by a separate gang or beyond working hours which can be identified for certification of man hours. Log book should be maintained and should be signed (within a week's time) jointly by the Bidder's site in charge and the BHEL Engineer on day to day basis. However, signing of the log book does not necessarily mean acceptance of the extra works which would be identified by Engineer whether work is covered in one of the above categories. Only those works and man hours which are certified by the BHEL Engineer-in-charge may only be



considered for payment. The decision of BHEL in this regard shall be final and binding on the Bidder.

- **PRICE VARIATION**

The finally accepted rates for scope of work as defined in this tender in the Part-II Price schedule shall be **FIRM for the entire Contract** period. No price variation on accepted unit rates is allowed.

- **RATE SCHEDULE**

- .1. Bidder shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the Bidder as mentioned under these specifications shall be covered within the quoted rates / price.
- .2. The Bidder shall quote the rates / Price as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.
- .3. Bidder's total quoted price as per rate schedule will be taken as tentative only.
- .4. The quantities indicated in the rate schedule against each item may vary as per the actual engineering / requirement to complete the work. The upward / Down ward revision in quantity is without any limit.

Some of the items may be added or deleted which shall have to be executed by the Bidder within his scope of work and shall be paid as per the rates awarded in the Contract. The Bidder undertakes to erect / commission actual quantities as per advice of BHEL Engineer and accordingly the final Contract price shall be worked out on the basis of quantities actually erected at site and payments will also be regulated for the same on the basis of unit rates.

- **INSTRUCTIONS TO BIDDER**

- .1. Offers received without data / information required to be submitted under tenderclauses-11.1 to 11.11 of GCC are to be furnished by the bidder. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)
- .2. No deviations to the tender conditions will normally be accepted.
- .3. The bidders are advised to actually visit the site and fully acquaint themselves with site conditions, location of stores, transportation routes, quantum of work etc. before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions. Once the bidder has quoted for the work, it is implied that he has ascertained various site condition and NO CLAIM whatsoever will be entertained by BHEL on any such account.



- .4. The Bidder in the event of this work awarded to him, shall mobilize or demobilize manpower for entire work period including Pre Shut Down and Shut Down Period. An authorized responsible officer who should hold a valid power of attorney for the purpose of the Contract should also be posted during the work duration. Any order or instruction of the Engineer or his duly authorized representative shall be communicated to the Bidder's representative at site office and the same will be deemed to have been communicated to the Bidder at his legal address.

- **LIQUIDATED DAMAGES**

- .1. For delay in completion of work attributable to the Bidder, the LD shall be applicable at the rate of 0.5% of the Contract value per week of delay or part thereof limited to a ceiling of 10% of the Contract value (excluding the safety penalty if any levied) as mentioned under the **clause 25.5 of GCC** of the tender.
- .2. **PENALTIES:** If the Bidder fails in providing safe working environment as per the safety rules of Tata Power/BHEL or continues to work even after being instructed to stop the work by the Engineer in charge / Safety co-coordinator the Bidder shall be penalized at the prevailing rate as applicable per day or part thereof till the instructions are complied with and so certified by BHEL/Tata Power.

If the Bidder does not take all safety precautions or fails to comply with the safety rules as prescribed by the owner or under the applicable law for the safety of the plant and equipment, the Bidder shall be responsible for payment of penalty to Tata Power as per the following schedule:

The Contractor of its liabilities including statutory liabilities towards safety violations, injury or death (whether by accident or otherwise). An amount as deemed appropriate by Owner's(Tata Power) appointed Committee for incident investigation and/or as determined by statutory authorities (whichever higher), will be payable by the Contractor in case of such severe incidents of injury leading to loss of property or partial/ permanent disablement (e.g. loss of limb/s, vision etc.) or death

If any worker of the Bidder is found working without safety equipment like safety helmet, safety shoes, safety belts etc. The safety officer of Tata Power / BHEL shall have the right to penalize the Bidder at the prevailing rate as applicable per person per day and such worker shall be sent out of the work place and shall not be allowed to work on that day.

- **SECURITY DEPOSIT**

The Bidder shall submit Security Deposit within 15 days from the date of issue of LOA/WO as per the General Conditions of Contract (GCC) or before commencement of work whichever is earlier. In case the Bidder opts to furnish Bank Guarantee as a part Security Deposit, the BG shall be issued as per the Pro forma enclosed as per Annexure-G of the SCC Part- B and also that the BG should be issued preferably through any of the Member Banks listed in the SCC.



For BG through any other Nationalized Bank (Not covered in the list of Member Banks of SCC), the discretion of its acceptance shall lie solely with BHEL.

The security deposit BG value will be calculated based on the Contract value including applicable taxes.

The Security deposit BG will be valid for the time schedule period indicated in the GCC / SCC plus additional **claim period of Six months**. The BG format will be as per format to be approved by BHEL.

- **OTHERS**

- .1. In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- .2. The bidder shall specifically confirm he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
- .3. For price bid opening, only those bidders will be considered who will be qualified for the subject job on the basis of pre-qualification criteria. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of the Contract. BHEL's decision in this regard shall be final & binding.
- .4. Tata Power has a very stringent process of gate pass which involve many aspect of health checkup of labors in accordance to the prevailing conditions. Bidders are advice to take the note of this and do the needful to comply the same.



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.

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
Bidder/ Contractor
(Office Seal) (Office Seal)

For & On behalf of the

Place _____

Date _____

Witness: _____

Witness: _____

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



SECTION VI SPECIAL CONDITIONS OF CONTRACT (SCC)

INDEX

Sl. No.	Description
•	Scope of Work
•	Time Schedule
•	Cable Laying
•	Cable Termination
•	Over run Charges
•	Terms of Payment

16. SCOPE OF WORK

Dismantling and Removal of existing Operator Desk and shifting them to assigned location. Installation of OTS System along with HMI and Network accessories, Installation of Furniture, UPS+ACDB and Battery Bank, Installation of LVS, UCD and Instructor Desk as per BOQ cum Price Schedule. Ferrule printing, termination as per Network cable schedule, any civil work such as Cutting, Grinding, Chipping of Floor and Preparation of Base Frame along with material to complete the Installation Work. All cabling between the systems supplied by BHEL. Sealing of all cable entries in control desk/ consoles and furniture etc.

Bidder to ensure services of qualified and experienced Degree / Diploma Electronics / Instrumentation Engineer having experience in Power plant Control and Instrumentation work, entirely for Erection and commissioning activities from the First day of mobilization till completion. This shall be indicated separately in man power deployment plan to be submitted by Bidder. The rates quoted in the rate schedule applies to the present requirement. These Engineers shall be reporting directly for Technical matters to BHEL/GSECL at Site and will carry out works in areas as per the work schedule. Engineers shall be supported by other workmen like Electrician, Technicians, helpers etc. Sufficient manpower along with supervisory staff for carrying out work will be ensured at all costs. Bidder to ensure minimum qualified man power availability during the entire contract period as deemed fit.

Bidder shall dismantle, erect, test, commission all the field equipment, cabinets, panels, instruments etc. as per sequence prescribed by BHEL/GSECL Engineer at site. The sequence of dismantling / erection / commissioning methodology will be decided by the BHEL Engineer depending upon the availability of materials / work fronts in consultation with Tata Power. **No claim for extra payment from the Bidder will be entertained on the grounds of deviation from the methods of erection / commissioning adopted in Dismantling / erection / commissioning of jobs elsewhere or for any reasons whatsoever.** For some of the equipment, Erection supervision or Commissioning expertise will be arranged by BHEL. The details against such item are indicated in the BOQ (Annexure-1). However all assistance with sufficient manpower, required tools and facilities (like temporary power supply, Lighting, Scaffolding) required shall be provided by the Bidder. The Bidder under this contract shall also provide services of Semi-skilled/ Unskilled manpower exclusively for use by BHEL where ever necessary. No separate payment shall be made for providing the services as per this clause. This Manpower requirement may vary depending on the activities at site. BHEL/ GSECL may depute their representative for checking and supervision of important stages of work. The Bidder shall be required to provide all facilities for inspection of works, without any cost implications to BHEL.

In case Bidder fails to provide above mentioned manpower, BHEL shall have the Right to hire such services from other agencies at the risk and cost of the Bidder.

EXECUTION METHODOLOGY:

Bidder to note that the activity are to be executed in time bound manner wherein the period of Work shall be **20 days**.

TIME SCHEDULE

- a. **The Bidder is required to mobilize the manpower and T&Ps and commence the work within 7 days from the date of issue of letter of award or Work Order after submission of required security deposit as mentioned in the GCC of this tender unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up zero date of the Contract, will be certified by BHEL Engineer after adequate mobilization of manpower and T&Ps by the Bidder.**
- b. **Completion of work within the schedule is the main essence of this contract. Failing to execute the work within the stipulated schedule as mentioned in the LOI will attract an L.D of 0.5% per week at the maximum of 10% of Order value.**

Note:

Depending upon front and material availability above milestones may be required to be pre-ponded. Bidder is required to mobilize additional resources to meet above requirement within their quoted price.

Bidder has to mobilize additional resources including manpower to achieve above schedule for which no separate compensation will be payable. The work under the scope of this Contract is deemed to be completed in all respects, only when the Bidder has discharged all the responsibilities laid down in the Contract. The decision of BHEL on completion date shall be final and binding on the Bidder.

In case due to reasons not attributable to the Bidder, the work gets delayed and additional manpower / resources scheduled have to be mobilized so as to meet various mile stones, same shall be done within the quoted rates, at no extra cost to BHEL. In the event the Bidder fails to respond to these requirements, BHEL shall take appropriate actions to meet Project commitments in line with provisions of general Conditions of Contract.

DISMANTLING: The bidder's scope shall include dismantling of existing equipment including panels/ cabinets/ Control Desk/ Control Panel/ terminal blocks etc. which are to be replaced with the newly supplied equipment from BHEL and handing over the dismantled materials at a designated place identified by BHEL in consultation with GSECL. The quantity of items to be dismantled is indicated in the Rate Schedule/Bill of Material in PRICE Bid.

General Conditions for Laying of Cable:

- a) Laying, dressing & clamping (by Nylon / PVC ties or Aluminum strips or any other method specified by BHEL Engineer) of the cables. The final dressing of all cables laid by the Bidder shall also be done with Nylon Cord / Aluminum strip. Cost of cable laying as per Bill of Quantities Cum Rate Schedule shall include the cost of Nylon / PVC ties & Aluminum strip required for dressing / clamping.
- d) UTP Cabling: UTP cables are to be laid through separate trays or metallic conduits (Flexible / rigid as the case may be) with complete sealing against exposure to rat bite. 10 mm ferrule sleeve to be supplied by the Bidder for Printed ferruling of both ends of the UTP. Metallic tags shall not be permitted for UTP cables inside the panels.
- All the field items/ devices, panels, Junction Boxes that are supplied by BHEL are to be installed and commissioned as per attached bill of materials/ Rate Schedule in Part-II Bid. Providing manpower assistance along with testing instruments to BHEL commissioning Engineers for Testing & Commissioning activity also forms part of work scope.
 - Printed pipe ferruling to be done at all termination endings. The wire ends to be lugged with suitable sized lugs as per terminal strip. Spare cables to be ferruled and dressed at both ends.
 - Any mechanical modification needed to install and commission any devices shall have to be carried out by the bidder.
 - Bidder shall perform minor repairs, adjustments of the instruments under the supervision of the BHEL's authorized representative. Once the defective instrument has been successfully repaired it shall be subjected to calibration and functional checks, as indicated above.
 - The scope of work also covers all performance tests related to pre commissioning and commissioning of the system by BHEL necessary to ensure that workmanship confirms to relevant standards and that such tests are adequate to demonstrate that the installations complies with the requirements of GSECL specification.
 - All arrangement for conducting these tests are to be made by Bidder within their quoted rates and tests may have to be repeated to satisfy BHEL / BHEL's Tata Power.
 - The existing field sensors and final control elements are to be retained. While commissioning, if calibration for any of these field instruments is required, then the same shall be carried out by the bidder free of cost as part of scope of work.

Any specific work, which is not mentioned in the scope of work but, required to be carried out for completion of subject work is in the bidder's scope

STRUCTURAL STEEL FABRICATION-

- Minor Steel fabrication work shall be done from structural steel arranged by the bidder for the fabrication of base frames, support frames for installation of Control/Instructor Desk etc.
- Cutting of Existing Mounting base before dismantling of Control Desk shall be done by grinding machine with proper finishing & measurements. Welding shall be done by qualified welders with suitable rods and after welds shall be properly chipped & finished.
- After erection structure shall be painted with coats of primer & suitable paints wherever necessary.

COMPUTER BASED EQUIPMENTS

- All computer related items / equipment like Operator work station, Engineering station, LVS controller etc. comprising of CPU, Monitors, printers, key boards, pre-fabricated connecting leads , Mouse , Key board shall be installed in Unit control room on UCD Desk as per direction of BHEL Engineer. The cost of installing a PC set including printer, monitor, UPS, interconnecting leads etc. as per BOQ Cum Rate Schedule shall also include the cost of installation / placement of furniture (to be issued by BHEL as free issue item) as per requirement / instruction of BHEL Engineer. The Software installation and commissioning is not included in the scope of this contract. However, any assistance required for testing / commissioning have to be provided by the Bidder within the quoted price.
 - c. The Bidder shall maintain sufficient workforce and other resources required for completion of the job expeditiously for the entire Contractual period including total extended period.

17. TERMS AND CONDITIONS OF PAYMENT

- a. The Prices mentioned in the quote shall remain firm (Without escalation) during the entire execution of the order and shall remain valid for ordering of any change in quantity for this project. The prices mentioned are exclusive of Taxes.
- b. The prices are inclusive of charges towards fabrication at site wherever required, supervision, Erection and Commissioning as per standard quality procedures, Testing, submission of necessary test certificate of the bidders bought out items.
- c. BHEL Engineer at Site will certify the actual work executed in the measurement books and bills, which shall be accepted by the Bidder in measurement book.
- d. Bidder shall submit bills for the work completed under the specification, once in a month preferably within in the First week, detailing work done during the previous month. The format for billing shall be approved by BHEL SITE ENGINEER before raising invoices.



All payments shall be released progressively on pro-rata basis as per the work completion and certified by BHEL Engineer at Site. The process of certification at site and forwarding the bill to BHEL EDN Bangalore and release of payment to Bidder is expected to take 30-45 Days after the bills are received at BHEL Bangalore with all the statutory Documents. Bidder is advised to take note of this and ensure labor payments in time (by 10th of every month) without fail. **Non - receipt of payment /delay in getting payment from BHEL cannot be the reason for Bidder to delay in making payment of wages to workers.**

The Bidder has to submit his running bills in printed format with serial numbers and mentioning the registration numbers for service tax, TIN, sales tax etc.

- e. Subject to any deduction which BHEL may be authorized to make under the Contract, the Bidder on the certificate of the BHEL Engineer at site be entitled for payment as explained here under:

For Equipment Erection and Commissioning Work:

- 1. 90 % on completion of Installation and Powering of UPS, LVS and OTS System as per BHEL/GSECL Requirement.**
- 2. 10% on Completion of Commissioning of OTS and its accessories.**

The bills with all enclosures shall be submitted in Duplicate and made separately for each Unit. The checklist is to be submitted as per Annexure VI. Attendance certification by BHEL Site in charge is to be furnished for manpower provided under free of cost basis along with each RAB.

- Certified Measurement sheets/BOQ Sheet for completed portion of work duly signed by BHEL Engineer is to be furnished along with the monthly bill.
- Wage Sheet, Muster Roll, ESI premium for the previous month along with PF Deposit challan. / WCI Coverage for the entire period of Work as applicable in the Site Premises.
- GST Paid details for the present RA Bill which is being submitted.
- ❖ The payment for the First running bill will be released only after production of copies of following certificates:
 - PF Registration /membership certificate
 - Labor License(Form V till license is obtained)
 - Workmen COMPENSATION Insurance policy if applicable.
 - GST Paid challan



ANNEXURE-I
LIST OF T&Ps AND ITEMS REQUIRED FOR WORK

SL No.	EQUIPMENT	QTY
1.	Continuity and LAN tester	10 No. s
2.	Electrical tool kit with ISI quality Digital multi meter Of reputed make	10 No. s
3.	Ferruling machine	02 No. s
4.	Hand lamp with necessary cable	05 No. s
5.	Grinding and Rigging Machine	03 No. s
6.	Welding Machine	05 No. s
7.	Blower (For cleaning purpose)	01 No. s
8.	Pneumatic Fork Lift/Hand Trolley	04 No. s

Notes:

1. The above list of testing instruments/equipment required for testing / commissioning is only for guidance to Bidder and not complete. Any other / additional testing instruments / equipment required for timely and satisfactory completion of job will also be arranged by Bidder at his own cost.
2. Bidder must re-ascertain /recheck range and accuracy of each IMTE from BHEL Engineer well in advance before arranging calibration / deployment of IMTE's.
3. Other terms and conditions regarding above items shall be as per clause no. 4 (tools & plants / testing & measuring instruments)



ANNEXURE-II
(To be submitted in Bidder's 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: (Signature of the Bidder With stamp)

Date:



ANNEXURE-III

NON DISCLOSURE AGREEMENT

(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)



External Services
BHEL-EDN, BANGALORE

ANNEXURE IV NO DEVIATION CERTIFICATE

(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/2020-21VIJAYWADA OTS/I&C/SJDB Date: 17/11/2020

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

Authorized

(Signature, date & seal of

Representative of the bidder)



ANNEXURE V

CHECK LIST TO BE SUBMITTED ALONG WITH EVERY RA BILL

NAME OF THE BIDDER

RAB NO:

RAB DATE:

LOI /WO No. & DATE

DESCRIPTION OF WORK

SL. NO.	PARTICULARS	YES	NO	REMARKS
1	ALL T&PS AND OTHER INSTRUMENTS REQUIRED AS PER CONTRACT HAVE BEEN DEPLOYED AT SITE AND ARE AVAILABLE IN GOOD WORKING CONDITION & UTILISATION REPORT HAS BEEN SUBMITTED.			
2	LABOUR LICENSE FOR THE WORKMEN ENGAGED AND IS VALID UPTO			
3	WCI POLICY FOR THE WORKMEN ENGAGED ARE AVAILABLE & VALID UPTO			
4	COPIES OF THE ABOVE HAVE BEEN SUBMITTED TO BHEL			
5	WORKERS WAGES FOR THE PREVIOUS MONTH HAVE BEEN DISBURSED AND PAID ACQUITTANCE ROLL SUBMITTED TO BHEL			
6	PF HAS BEEN DEDUCTED AS PER RULES AND PAID CHALLAN SUBMITTED TO BHEL			
7	PLEASE QUOTE YOUR PAN NO.			
8	PLEASE QUOTE YOUR GST REGN. NO.			
9	GST FOR THE PREVIOUS MONTH HAS BEEN REMITTED AND PROOF OF PAYMENT HAS BEEN ATTACHED WITH THE CURRENT BILL			
10	BANK GUARANTEE FOR SECURITY DEPOSIT/ADVANCE PAID ARE VALID UPTO			
11	PERIODICAL REPORTS AS PER CONTRACT HAS BEEN SUBMITTED			
12	LOG SHEETS FOR EXTRA / ADDITIONAL WORK CARRIED OUT AS PER CONTRACT HAS BEEN SUBMITTED TO BHEL			

BIDDER

BHEL

DATE:

PLACE:



ANNEXURE - A

DECLARATION SHEET

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

Bidder's Name & Address

Bidder's representative's signature with name and address.

ANNEXURE - B

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

CHECKLIST OF DETAILS AND ENCLOSURES.

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

1.	Name and Address of the Bidder	
2.	Contact Details	Phone No: Mobile no: Fax No.: Email address:
3.	EMD payment details:	Mode of payment:



4.	Name & designation of the official of the bidder to whom all the references shall be made.	
5.	Bidder's proposal No. & date	
6.	Whether EMD submitted (By Cash/ Pay Order/ Bank Draft/ SBI Collect)	YES / NO
7.	Validity of offer / rates quoted for 90 days from the date of opening of Tender: mentioned in tender document	YES / NO
8.	Offer Forwarding Letter (Annexure-2) enclosed.	YES / NO
9.	No Deviation Certificate (Annexure-3) enclosed	YES / NO
10.	Declaration confirming knowledge about site conditions (Annexure-4) enclosed	YES / NO
11.	Declaration on relations in BHEL (Annexure-5) enclosed	YES / NO
12.	Non-disclosure agreement (Annexure-6) enclosed	YES / NO
13.	Format For Claim For Refund Of Security Deposit (Annexure-7) enclosed	YES / NO
14.	Declaration sheet as per Annexure-8 enclosed	YES / NO
15.	Copy of PAN No of Tender (Copy of the same to be enclosed)	YES / NO
16.	EFT Form as per Annexure-9 enclosed	YES / NO
17.	GST Registration no (if applicable)	
18.	GST rate Applicable: - (%) Same as quoted in PART-II Bid	
19.	Tax quoted in price bid, Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST
20.	HSN Code SAC Code	



External Services
BHEL-EDN, BANGALORE

NOTE: Bidders are requested to fill in the above details and no column should be left blank

Date _____

(SIGNATURE OF BIDDER WITH STAMP)

WITNESS

(SIGNATURES WITH FULL PARTICULARS)

1.

2.



ANNEXURE - C

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made and executed on this ----- day of -----two thousand by ----- (Bank Name & Address) registered under the Companies Act 1956/Nationalized Bank constituted under the banking companies (acquisition and transfer of undertakings) Act -----having its registered/ head office at -----represented herein by its branch manager or authorized representative Sri. ----- And Sri. ----- (here in after called the "The Guarantor" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns):

IN FAVOUR OF

M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at **Electronics Division** , P.B No. 2606, Mysore Road ,Bangalore 560 026 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include its successors and assigns)

WHEREAS -----(hereinafter referred to as the Bidder which term shall mean and include its liquidators, successors and assigns) have entered into a Contract arising out of Letter of Intent no.----- date.----- (hereinafter referred to as "the Contract") for the work of ----- with the company.

And the Bidder has agreed to carry out the works as detailed and in accordance with the terms set out in the said Letter of Intent.

AND WHEREAS the Contract inter-alia provides that the Bidder shall furnish the Bank Guarantee in favor of the company for a sum of Rs.----- (Rupees-----) towards security deposit for service rendered to them and for due and faithful performance of the Contract in the manner and form specified therein.

AND WHEREAS the Bidder is a Tata Power of the "Guarantor" and has approached the Guarantor to furnish on their behalf an irrevocable Guarantee for a sum of Rs. (Rupeesonly) in favor of the Company for a period ofyears commencing from to as security for the services to be issued by the Company to the Bidder during the currency of this guarantee.

AND Whereas the Guarantor has agreed to furnish a guarantee for the said sum of Rs. (Rupeesonly) for a period of years commencing from to In favor of the Company subject to the terms and conditions stated below:



Now this deed witnesses that in pursuance of the above said agreement, the Guarantor hereby agrees and covenants with the Company is as follows:

That during the period this Contract of guarantee remains effectual, the Guarantor shall be liable with respect to the amount due and owing to the Company in respect of the payments to the extent of Rs.(Rupees only) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the Bidder making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the Contract.

The decision of the company whether any default has occurred or has been committed by the Bidder in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the Bidder making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the Bidder admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the Contract or extend time of performance by the Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the Bidder and either enforce or forebear from enforcing any of the terms and conditions governing the Contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the Bidder or any other forbearance, act or commission on the part of the company or any indulgence by the company to the Bidder or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Bidder and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Bidder or the Guarantor shall not discharge the Guarantor's liability hereunder.



It shall not be necessary for the company to proceed against the Bidder before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Bidder shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----) Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of Bangalore only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank

Signatory No.-----)

WITNESS:

1. Name & Address
2. Name & Address

Notes :

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.
3. Six months Claim period from the date of expiry of validity should be given

LIST OF MEMBER BANKS

1. State Bank of India CAG Branch, 10th Floor, Vijaya Building, Barakhamba Road, New Delhi – 110001	8. Deutsche Bank, Tolstoy Marg, New Delhi – 110001
2. Canara Bank 74, Janpath, New Delhi – 110001	9. Citi Bank N A JeevanVihar Building, SansadMarg, New Delhi – 110001.
3. Punjab National Bank, 74, Janpath, New Delhi – 110001.	10. Standard Chartered Bank, H2 Block, Connaught Place, New Delhi – 110001.
4 State Bank of Hyderabad, Surya Kiran Building, K.G. Marg, New Delhi – 110001.	11. ICICI Bank Ltd., ICICI Tower, BishamPitamahMarg, PragatiVihar, New Delhi – 110003.
5. State Bank of Mysore, AntrikshBhawan, K.G. Marg, New Delhi – 110001.	12. IDBI Bank Ltd., 19, K.G. Marg, Surya Kiran Building, New Delhi.
6. State Bank of Mysore, Industrial Finance Branch, 18, Ramanashree Arcade, M.G. Road, Bangalore – 560001.	13. HSBC Ltd., ECE House, 28 KG Marg, New Delhi – 110001.
7. State Bank of Travancore, Travancore House, IF Branch, K.G. Marg, New Delhi – 110001.	14. Bank of Baroda, Corporate Banking Branch, 11th Floor, BOB Building, SansadMarg, New Delhi – 110001.
BGs from any other branches of above mentioned banks are acceptable.	



ANNEXURE-D
FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT

Ref:

Date:

1. Name of Contract :
2. W.O. No & Date :
3. Contract Agreement & Date :
4. Name of the work undertaken :
5. Date of Commencement of Work :
6. Date of Completion of work :
7. Period of maintenance :
8. Date of which Final bill was paid :
9. Last date of making good the defect during :
maintenance period
10. Expenditure incurred by BHEL during the :
maintenance period, if any recoverable
11. Date on which security Deposit falls due as per :
Contract
12. Amount deposited or recovered :
13. Less Amount recoverable (with details) :
 - 13.01 Amount Spent by BHEL on :
 - 13.02 Payment made on behalf of Bidder :
 - 13.03 Court dues / penalties / compensation :
 - 13.04 Other recoveries for services :
 - 13.05 Security Deposit released with final bills :
14. Net Amount recommended for release (12-13) :



CERTIFICATE TO BE FURNISHED BY BIDDER

Ref. Work Order No. dated

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

Date:

Signature of Bidder

CERTIFICATE TO BE FURNISHED BY ENGINEER

Certified that

The payment recommended for release is in order and that there are no demands other than those included in the claim outstanding from the Contract.

The maintenance period as per the Contract agreement is over and the Bidder has carried out the works required to be carried out by him during the period of maintenance to our satisfaction and all expenses incurred by the company on carrying out such works have been included for adjustment.

All other objections raised so far have been settled.

A note of refund of security deposit has been made in the measurement book and Contract agreement / work order.

Date:

Signature of Engineer

FOR USE OF ACCOUNTS DEPARTMENT

Passed for Rs...../- (Rupees_____only)
Accountant Accounts officer

ACKNOWLEDGEMENT BY THE BIDDER

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

Date:

Signature of Engineer



ANNEXURE - E
FORMAT OF DECLARATION (ON BIDDER'S LETTER HEAD) TO BE GIVEN WITH
FINAL BILL

Ref:

Date:

To:

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

Dear Sir / Madam

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

This is to certify that

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

Thanking You,

Yours Sincerely
Signature of the Bidder



PRICE BID

BOQ CUM RATE SCHEDULE

Scope of Work: Dismantling and Removal of existing Operator Desk and shifting them to assigned location. Installation of OTS System along with HMI and Network accessories, Installation of Furniture, UPS+ACDB and Battery Bank, Installation of LVS, UCD and Instructor Desk as per BOQ cum Price Schedule. Ferrule printing, termination as per Network cable schedule, Any civil work such as Cutting, Grinding, Chipping of Floor and Preparation of Base Frame along with material to complete the Installation Work. All cabling between the systems supplied by BHEL. Sealing of all cable entries in control desk/ consoles and furniture etc.

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/Tata Power Stores, sheds / storage yard. Approx. quantity to be handled is indicated above.
2. The Unit Rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid.
3. Quantity is indicative only. Rate shall be valid for any upward or downward revision in quantity up to 20%.

BOQ + ESTIMATE FOR INSTALLATION AND COMMISSIONING Of OTS SIMULATOR Package @ WTPS, WANOKBORI, GSECL					
Sl.No	ITEM AND ACTIVITY DESCRIPTION	UOM	ERECTION QTY	Estimated Unit Value in Rs.(Excl GST) Ref. PPO Dt. 14/09/2020	Estimated Total Value in Rs (Excl GST)
	HMI ITEMS AND ACCESSORIES -Shifting the PCs, printers, accessories, Control Desk, Instructor Desk, Printer table and chairs, from Stores to Simulator room and Providing adequate manpower assistance to BHEL Furniture Vendor during commissioning Minor Civil works, Laying of Ethernet Cables between devices, Crimping UTP Connectors as per N/W Cable Schedule, Carrying out N/W Cable Continuity Test as per Procedure				
1	Tower Type Work Stations PCs(Intel Xeon E3 Series) without Monitors with keyboard and mouse	NO.	20	1200	24000
2	3-in-1 A3 Colour Printer (Multi-function Printer) (Scan /copy/ Print)	NO.	1	3500	3500
3	Monitor (24" LCD/LED)	NO.	22	2750	60500
4	L2 Ethernet network switch (Switch to be located in Control Desk /Instructor Desk)	NO.	2	1250	2500
6	Printer Table	NO.	1	1000	1000
7	LVS Erection includes Unpacking and Shifting of LVS Cube, Graphic Controller and Base(Mounting Stand) to Place of erection, Erection of LVS Base(Mounting Stand) and Mounting of LVS Cube on the Stand, Installation of Monitor Wall Furniture for housing Five Large screen LED Monitors Interconnecting Cabling work & Providing Man power assistance during commissioning of the LVS Unit by the Vendor (E&C of LVS under the supervision of Vendor)				
8	LVS (LED 65" DIAGONAL REAR PROJECTION VIDEO WALL 2X1 Configuration) (Height:1021 M.M), Mounting Stand of 1200 M.M Height & Graphic Controller of 19"	NO.	5	22500	112500
9	Unloading Shifting , loading & Transporting the UPS and Battery from Store and positioning them in the designated location. UPS + ACDB + BATTERY :Panel Erection, all interconnections within UPS panels + ACDB, Battery, etc., Shifting of Battery Stand, Battery Mounting, Acid / alkali filling for batteries. Interconnecting Cabling and Termination AND Providing adequate Manpower assistance to BHEL Vendor(s) during Commissioning				
10	UN INTERRUPTED POWER SUPPLY SYSTEM RATING 2 X 10 KVA (UPS) COMPRISING 03 PANELS. DIMENSION: (L X W X H) 820 X 962 X 1850 MM, APPROXIMATE WEIGHT: 3000 Kg. SCVS: W 620 x D 962 x H 1850mm	SET	1	28000	28000
11	BATTERY BANK SYSTEM FOR ABOVE UPS COMPRISING 20 CELLS OF 65 AH IN EACH SET WITH 1 No. OF STAND OF DIMENSION 950MM (L) X 500 MM (D) X 1150 MM (H).	SET	2	30000	60000
12	UNIT CONTROL DESK : Unloading Shifting , loading & Transporting material from stores and providing assistance to BHEL's Vendor during assembling. Minor Civil / mechanical works such as grouting, creation of floor openings wherever required related to mounting of Control Desk				
13	Operator Control Desk comprising of 8 Sections with Dimension: 750mm x 7452mm x 1050mm:Curvilinear Modular Control Desk for 8 No of OWS with Dual monitors	SET	1	4500	4500
14	INSTRUCTOR DESK : Unloading Shifting , loading & Transporting material from stores and providing assistance to BHEL's Vendor during assembling. Minor Civil / mechanical works such as grouting, creation of floor openings wherever required related to mounting of Instructor Desk				
15	Instructor Desk comprising of 2 Sections with Dimension: 750mm x 1995mm x 1200mm	SET	1	3000	3000
16	NETWORK CABLE: Laying, dressing using ties and crimping on both ends as per Network Cable Schedule provided by BHEL				
17	Network cables & accessories - Ethernet CAT-S UTP cables, RJ 45 connectors, Ethernet CAT-S UTP patch cables	Metre	1000	4	4000
Total Value of Erection Work in Rs. (Excl.of GST)					303500
Total Value of Erection Work in Rs. (Incl.of GST)					358130
	Note: Bidder to Procure flexible pipes, screws, conduits, cable ducts, ties, ferrules, ferrule printers, casing and capings, etc. in sufficient quantities for the execution of the project.				