

TENDER

Outsourcing the work of construction of 33 KV power line from UPPCL's 220 KV substation at sector 20, Noida to BHEL premises, at sector 16A, Noida, under the supervision of PVVNL

NIT No: AA: GAX:21: NBP:004 Dated 19.07.2021



Contents:

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**New Building Project, Noida
BHARAT HEAVY ELECTRICALS LTD.**

अभियंकर जा / ABHISHEK KUMAR JHA
वर्षा अभियंकर / Senior Engineer
नवीन भवन परियोजना / New Building Project
भारत हेवी इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited

प्लॉट नं. 25, सेक्टर 16, नोएडा-201301
Plot No. 25, Sector-16, Noida-201301

CONTRACTOR
(Sign with name, designation and date)

Outsourcing the work of construction of 33 KV power line from UPPCL's 220 KV substation at sector 20 to BHEL premisesco a, sector 16A, Noida, under the supervision of PVVNL

VOLUME-1

TECHNO-COMMERCIAL BID

New Building Project, Noida
BHARAT HEAVY ELECTRICALS LTD.



अभिषेक कुमार झा / ABHISHEK KUMAR JHA

वरिष्ठ अभियंता / Senior Engineer

नवीन भवन परियोजना / New Building Project

कार्यालय इलेक्ट्रिकल एंजिनियरिंग / Bharat Heavy Electricals Limited

फ्लाट नं. 25, लोकपाल इलाय - 201301

Plot No. 25, Lokpal Elay - 201301

CONTRACTOR

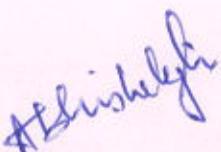
(Sign with name, designation and date)

Outsourcing the work of construction of 33 KV power line
from UPPTCL's 220 KV substation at sector 20, Noida to
BHEL premises at sector 16A, Noida, under the supervision of
PVVNL

VOLUME-1A

NOTICE INVITING TENDER

New Building Project, Noida
BHARAT HEAVY ELECTRICALS LTD.



अभिषेक कुमार झा / ABHISHEK KUMAR JHA

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भारत हेली इलेक्ट्रिक्स लिमिटेड / Bharat Heavy Electricals Limited

प्लाट नं. 25, सेक्टर 16ए, नोएडा-201301

Plot No. 25, Sector-16, Noida-201301

CONTRACTOR

(Sign with name, designation and date)

NOTICE INVITING TENDER (NIT)- AA:GAX:21:NBP:004

Sub : Outsourcing the work of construction of 33 KV power line from UPPTCL's 220 KV substation at sector 20, Noida to BHEL premises, at sector 16A, Noida, under the supervision of PVVNL

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I of Volume-I) for the subject work by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED. Following documents/information with respect to the tender may please be referred and bid be submitted in compliance with the requirement contained therein.

1.0 Salient Features of NIT

S. N	Particulars	DESCRIPTION	
i	Broad Scope of work	Outsourcing the work of construction of 33 KV power line from UPPTCL's 220 KV substation at sector 20, Noida to BHEL premises, at sector 16A, Noida, under the supervision of PVVNL	
ii	DETAILS OF TENDER DOCUMENT		
a	Volume-1 A	<i>Notice Inviting Tender (NIT)</i>	Applicable
b	Volume-1B	<i>General Conditions of Contract (GCC)</i>	Applicable
c	Volume-1C	<i>Special Conditions of Contract (SCC)</i>	Applicable
d	Volume-1D	<i>This Volume is Deleted</i>	Not applicable
e	Volume-1E	<i>Technical Conditions of Contract (TCC)</i>	Applicable
f	Volume-1F	<i>Forms and Procedures</i>	Applicable
g	Volume-1G	<i>This Volume is Deleted</i>	Not applicable
h	Volume-1H	<i>Schedule of Approved Makes</i>	Applicable
i	Volume-2	<i>Price Bid</i>	Applicable
ii	Tender Documents	Tender documents shall be available on BHEL website www.bhel.com for downloading from 20.07.2021	Applicable
iii	DUE DATE & TIME OF OFFER SUBMISSION	Date: 27.07.2021 Time: 14:30 Hrs.	Applicable
iv	Bid submission	<p>Tender should be submitted to the following officials:</p> <p>i) Name: Rajan Yadav Designation: Sr.Dy G M Dept: NBP Address: Plot no.-25, sector 16A, Noida - 201301 Phone: (Mobile)+91 9810506306</p> <p>ii) Name: Abhishek Jha Designation: Sr. Engineer Dept: NBP Address: Plot no.-25, sector 16A, Noida - 201301 Phone: (Mobile) +91 9899332457</p>	Applicable

Abhishek Jha

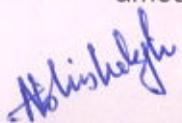
CONTRACTOR

(Sign with name, designation and date)

v	OPENING TENDER OF	<p>Date: 27.07.2021, Time: 15:00 Hrs. Notes: (1) In case the due date of submission & opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders shall get extended to the next working day. (2) Bidder may depute authorized representative to witness the opening of tender along with authorization letter.</p>	Applicable
vi	EMD AMOUNT	Rs 5,80,000.00	Applicable
vii	COST OF TENDER	NIL	Not Applicable
viii	Pre Bid Meeting	Not Applicable	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date: 23.07.2021 <i>Along with soft version also, addressing to contact address given below:</i></p> <p>i) Name: Rajan Yadav Designation: Sr. Dy G M Deptt: NBP Address: Plot no.-25, sector 16A, Noida - 201301 Phone: (Mobile)+91 9810506306 Email: admry@bhel.in</p> <p>iii) Name: Abhishek Jha Designation: Sr. Engineer Deptt: NBP Address: Plot no.-25, sector 16A, Noida - 201301 Phone: (Mobile) +91 9899332457 Email: abhishekjha@bhel.in</p>	Applicable
x	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender will be hosted on BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum). Bidders should keep checking the website to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Bidder shall deposit EMD in the prescribed form given in Volume 1B- GCC. EMD shall be enclosed with techno-commercial bid. In case of non-submission of EMD of prescribed amount in prescribed form, BHEL reserves the right to reject the tender without giving an



opportunity to the bidder for re-submission. BHEL's decision in this regard shall be final & binding on the bidders.

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vi) above.

For Electronic Fund Transfer the details are as below:-

Name of the Beneficiary :- Bharat Heavy Electricals Limited

Bank Name	Kotak Mahindra Bank
Bank Telephone No.(with STD code)-:	011-43543659
Branch Address	Kotak Mahindra Bank. G-F 3A-3J, Ground Floor Ambadeep Building, 14 Kasturba Gandhi Marg New Delhi-110001
Bank Fax No. (with STD code)	011-23350900
Branch Code	0172
9 Digit MICR Code of the Bank Branch	110485002
Bank Account Number	9011196535
Bank Account Type	Corporate Current Account
Digit IFSC Code of Beneficiary Branch	KKBK0000172

4.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders addressed to Officer inviting Tender, as detailed below:

- PART-I (Techno Commercial Bid)- in sealed and superscribed envelope (ENVELOPE-I)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-II)
- One set of tender documents shall be retained by the bidder for their reference

5.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped)

SN	Description
Part-I	
ENVELOPE – I superscribed as :	
PART-I (TECHNO COMMERCIAL BID)	
TENDER NO: AA:GAX:21:NBP:004	
NAME OF WORK: Outsourcing the work of construction of 33 KV power line from UPPTCL's 220 KV substation at sector 20, Noida to BHEL premises, at sector 16A, Noida, under the supervision of PVVNL	
DUE DATE OF SUBMISSION:	
CONTAINING THE FOLLOWING IN THE SEQUENCE AS DESCRIBED BELOW:-	
i.	Covering letter/Offer forwarding letter of Tenderer.
ii.	EMD of prescribed amount and in prescribed form.
iii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.
Note:	
a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	
b. BHEL reserves the right to accept/reject the deviations without assigning any	

A. S. Singh

	reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender
iv.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.
v.	It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact no, FAX no, etc.
vi.	All Amendments/ Correspondences/ Corrigenda/ Clarifications/ Changes/ Errata etc. pertinent to this NIT.
vii.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT
viii.	Volume – 1 A : Notice inviting Tender (NIT)
ix.	Volume – 1 B : General Conditions of Contract (GCC)
x.	Volume – 1 C : Special Conditions of Contract (SCC)
x.	Volume – 1 D : <i>This Volume is deleted</i>
xi.	Volume – 1 E : Technical Conditions of Contract (TCC)
xii.	Volume – 1 F: Forms & Procedures
xiii.	Volume – 1 G : <i>This Volume is deleted</i>
xiv.	Volume – 1 H : Schedule of Approved Makes
xv.	Volume – 2 Un-priced price bid format duly signed by the tenderer along with technocommercial bid by mentioning "Quoted" in the column where quote is to be offered by the bidder.
xvi.	Any other details preferred by bidder with proper indexing.

PART-II

ENVELOPE-II superscribed as:

PART-II (PRICE BID)

TENDER NO : AA:GAX:21:NBP:004

NAME OF WORK : Outsourcing the work of construction of 33 KV power line from UPPTCL's 220 KV substation at sector 20, Noida to BHEL premises, at sector 16A, Noida, under the supervision of PVVNL

DUE DATE OF SUBMISSION:

CONTAINING THE FOLLOWING

i) Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I

ii) Volume II – PRICE BID (Duly Filled in total price of the package at the location indicated – price to be entered in words as well as figures)

OUTER COVER

ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as:

TECHNO-COMMERCIAL BID & PRICE BID

TENDER NO: AA:GAX:21:NBP:004

NAME OF WORK: Outsourcing the work of construction of 33 KV power line from UPPTCL's 220 KV substation at sector 20, Noida to BHEL premises, at sector 16A, Noida, under the supervision of PVVNL

DUE DATE OF SUBMISSION:

Note: Name and address of the bidder should be present on the outer envelope
CONTAINING THE FOLLOWING:

- o Envelopes I
- o Envelopes II

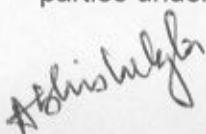
Abhishek

CONTRACTOR

(Sign with name, designation and date)

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 6.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same. BHEL reserve the right to accept or not to accept any deviation without assigning any reason.
- 7.0 BHEL reserves the right to accept or reject any or all offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 8.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 9.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 10.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 11.0 In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail. In this regard decision of BHEL shall be final and binding.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 13.0 This Para is deleted.
- 14.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.



15.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

16.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

17.0 This clause is Deleted.

18.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

19.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

20.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

21.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

22.0 The bidder may have to produce original document for verification if so decided by BHEL.

23.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

24.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website (www.bhel.com).

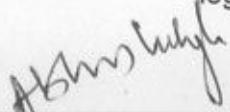
24.1 Integrity commitment, performance of the contract and punitive action thereof:

24.1.1 **Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

24.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

- i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an



offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- ii. The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

- 25.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 26.0 While every care has been taken to ensure that the contents (w.r.t. statutory obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/ rule and the original instructions shall prevail.
- 27.0 Penalty: Applicable (Refer relevant clause of GCC)
- 28.0 Bid should be free from correction, overwriting, using corrective fluids, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 29.0 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/VO 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.
- 30.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
 - a. Amendments/ Clarifications/ Corrigenda/ Errata etc. issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT) —Volume-1A
 - c. Price Bid/ BOQ- Volume 2
 - d. Technical Conditions of Contract (TCC)—Volume-1E
 - e. Schedule of Approved Makes – Volume-1H
 - f. Special Conditions of Contract (SCC) —Volume-1C

- g. *This clause is deleted.*
- h. General Conditions of Contract (GCC) —Volume-1B
- i. Forms and Procedures —Volume-1F

Abhishek Jha
for BHARAT HEAVY ELECTRICALS LTD

अभिषेक झुगार झा / ABHISHEK KUMAR JHA

सनियुक्त अभियंता / Senior Engineer

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प्लाट नं. 25, सेक्टर 16ए, नोएडा-201301

Plot No. 25, Sector-16, Noida-201301

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS (PQR)**

The Bidders who fulfil the following requirements shall be eligible to apply. Joint ventures/ Consortium bidders are not accepted.

1. FINANCIAL**a) TURNOVER**

Average Annual financial turnover (Audited) for the FY2018-19, 2019-20, 2020-21 should be at least **Rs.87.00 Lakhs**. In case balance sheet has not yet been audited for FY2020-21, then CA certificate shall be furnished.

(In case audited Financial statements have not been submitted for all the three years as indicated against 1 (a) above, then the annual turnovers appearing in the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total turnover of the financial years for which documentary proof submitted divided by three).

2. TECHNICAL

a) Experience of having successfully executed similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:

- i) One (1) work of value not less than **Rs.2.32 crores (incl. GST/ service tax)**.
OR
- ii) Two (2) works of value not less than **Rs.1.45 Crores (incl. GST/ service tax)** each.
OR
- iii) Three (3) works of value not less than **Rs.1.16 Crores (incl. GST/ service tax)** each.

b) Similar' works for criteria 2 (a) above shall mean "**Construction of 33 KV power line for PVVNL or under supervision of PVVNL**".

3. Bidder must have valid PAN no. and GST no.

4. This clause is deleted.

CONTRACTOR

(Sign with name, designation and date)

DOCUMENTS REQUIRED

The tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:

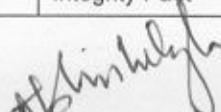
SN	Documents Required
1	Copy of Income Tax return of three financial years i.e. 2017-18, 2018-19 & 2019-20.
2	Copy of balance sheet, PL A/c duly certified & audited by CA for FY 2018-19, 2019-20 and 2020-21. In case balance sheet has not yet been audited for FY2020-21, then CA certificate shall be furnished
3	Covering letter with calculation of average financial turnover of previous three years i.e. 2018-19, 2019-20 and 2020-21 duly certified by CA.
4	Details of work successfully completed in support of pre- qualification requirements as per format given in Volume-1F Forms and Procedures along with supporting.
5	Work orders / LOA (Letter of Award) along with BOQ (as applicable) and completion certificates with covering letter / indexing of the same.
6	Copy of PAN No. & GST registration certificate.
7	Un-priced price bid format duly signed by the tenderer along with techno-commercial bid by mentioning "Quoted" at the place where quote is to be offered by the bidder.
8	A copy of tender enquiry duly signed and stamped on each and every page along with techno-commercial bid as a token of acceptance of T&C. Tenders shall be signed by persons duly authorized / empowered to do so.
9	No Deviation Certificate duly signed as per format given in Volume-1F Forms and Procedures
10	Details of the bidders duly filled and signed as per format given in Volume-1F Forms and Procedures.

Abhishek

ANNEXURE - 2**CHECK LIST**

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD/Cheque/PO/FDR/NEFT/ No:	Date :
		Bank :	Amount:
		BG No. :	Date :
		Bank:	Amount:
5	Validity of Offer	SIX MONTHS	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-1) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Audited Balance sheet for the last three years	Applicable	YES/NO
9	Covering letter with calculation of average financial turnover, Net worth and PBT of previous three years duly certified by CA	Applicable	YES/NO
10	Details of similar work successfully completed in support of qualification requirements as per format along with supporting.	Applicable	YES/NO
11	Work orders along with BOQ and completion certificates with covering letter / indexing of the same.	Applicable	YES/NO
12	Copy of PAN & GST Registration	Applicable	YES/NO
13	Copy of PF & ESI registration	Applicable	YES/NO
14	Un-priced price bid format duly signed by the tenderer along with techno-commercial bid by mentioning "Quoted" at the place where quote is to be offered by the bidder.	Applicable	YES/NO
15	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
16	Integrity Pact	Not Applicable	No



CONTRACTOR
(Sign with name, designation and date)

17	Declaration by Authorised Signatory	Applicable	YES/NO
18	No Deviation Certificate	Applicable	YES/NO
19	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
20	Declaration for relation in BHEL	Applicable	YES/NO
21	Non-Disclosure Certificate	Applicable	YES/NO
22	Bank Account Details for E-Payment	Applicable	YES/NO
23	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
24	Participation confirmation in Reverse Auction if resorted by BHEL	Not Applicable	No
25	Authorization of representative who will participate in the online Reverse Auction Process	Not Applicable	No



Annexure -3

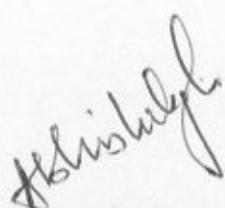
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Abhishek

CONTRACTOR
(Sign with name, designation and date)

ANNEXURE – 4**Feedback Form: From where did you get information reg. this tender**

1	BHEL WEBISTE (TENDER NOTIFICATION)	
2	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
3	EMAIL COMMUNICATION FROM BHEL	
4	ANY OTHER SOURCE	



Outsourcing the work of construction of 33 KV power line from
UPPTCL's 220 KV substation at sector 20, Noida to BHEL
premises, at sector 16A, Noida, under the supervision of
PVVNL

VOLUME-1B

GENERAL CONDITIONS OF

CONTRACT (GCC)

New Building Project, Noida
BHARAT HEAVY ELECTRICALS LTD.

Abhishek

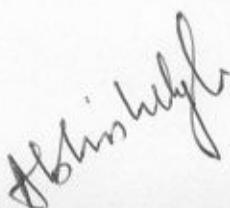
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CHAPTER -1

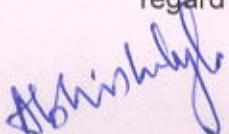
1. INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION:

- a. The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- b. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- c. This para is deleted.

1.2. SUBMISSION OF TENDERS:

- 1.2.1. The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2. Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.
- 1.2.3. Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present.
- 1.2.4. The Tenderers are required to quote for the complete scope of work as mentioned in tender enquiry and BOQ. Tenders for part of the work or incomplete work in any respect are liable to be rejected. Tenderers shall certify in the Techno-commercial bid that rates for all the items have been quoted.
- 1.2.5. Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.



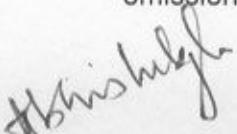
- 1.2.6. Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
- 1.2.7. Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 1.2.8. Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

- 1.3.1. The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2. All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4. PRICE DISCREPANCY

- 1.4.1. **Conventional (Manual) Price Bid opening:** In the case of price bid opening if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
 - a. When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.
 - b. When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - c. When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
 - d. In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
 - e. In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.



f. The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'a' to 'e' above.

1.4.2. *This clause is deleted.*

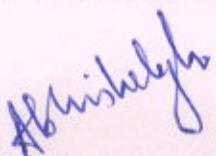
1.5. QUALIFICATION OF TENDERERS

- 1.5.1. Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- 1.5.2. Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- 1.5.3. Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- 1.5.4. Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6. EVALUATION OF BIDS

- 1.6.1. Techno-commercial Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- 1.6.2. In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- 1.6.3. In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job.
- 1.6.4. Price Bids of shortlisted bidders shall only be opened through the conventional price bid opening. Evaluation of the Tenderers will be done on overall quote basis for the complete work and entire job will be awarded to the successful tenderer.
- 1.6.5. Work order will be placed on lowest bidder for the complete scope of work for which the bidder has qualified in the Techno-commercial Bid and subsequently has emerged as lowest bidder in the evaluation of price bid. In case the price quoted by two or more bidders is same, then L-1 bidder shall be decided by calling snap bids from such bidders.
- 1.6.6. Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder.

1.7. DATA TO BE ENCLOSED



- 1.7.1. Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 1.7.2. **INCOME TAX PERMANENT ACCOUNT NUMBER:** Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- 1.7.3. **ORGANIZATION CHART:** The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- 1.7.4. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor
- 1.7.5. **IN CASE OF INDIVIDUAL TENDERER:** His / her full name, address and place & nature of business.
- 1.7.6. **IN CASE OF PARTNERSHIP FIRM:** The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- 1.7.7. **IN CASE OF COMPANIES:** Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- 1.7.8. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8. AUTHORISATION AND ATTESTATION

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

1.9. EARNEST MONEY DEPOSIT

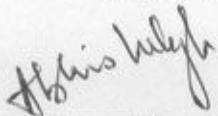
- 1.9.1. EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.

1.9.2. Modes of deposit :

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (iv) Fixed Deposit receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

The first part of the EMD of Rs. Two Lakhs shall be submitted in any of the form from (i) to (iv) above and remaining amount over and above Rs. Two lakh may also be submitted in the form of Bank Guarantee from scheduled bank in the prescribed format. The Bank Guarantee in such cases shall be valid for at least six months.



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1.9.3. EMD shall be enclosed with techno-commercial bid. In case of non-submission of EMD of prescribed amount in prescribed form BHEL reserves the right to reject the tender without giving an opportunity to the bidder for re-submission. BHEL's decision in this regard shall be final & binding on the bidders.

1.9.4. Forfeiture of EMD:

EMD by the Tenderer will be forfeited, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

1.9.5. EMD shall not carry any interest.

1.9.6. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

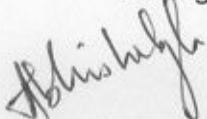
1.9.7. EMD of successful tenderer will be retained as part of Security Deposit.

1.10. SECURITY DEPOSIT

1.10.1. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.10.2. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.

- a. Cash (as permissible under the extant Income Tax Act).
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- d. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- e. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- f. Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.



Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

1.10.3. At least 50% of the security Deposit should be furnished before start of the work by the contractor.

1.10.4. The Security Deposit shall not carry any interest.

1.10.5. In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- a. The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- b. There will be no reduction in Security Deposit value in case of variation in contract value up to the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- c. In case of reduction, the reduced Contract value shall be certified by BHEL Project Manager after ascertaining / freezing of BOQ. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.
- d. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.

1.10.6. The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Award + 3 months, and the same shall be kept valid by proper renewal till completion of maintenance period which necessarily required certification of BHEL.

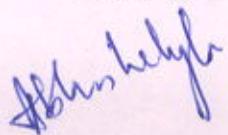
1.10.7. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

1.11. RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

1.12. BANK GUARANTEE

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:



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- a. Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- b. The Bank Guarantees shall be as per prescribed formats.
- c. It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- d. In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- e. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- f. Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- g. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.
- h. **In Case of Bank Guarantees submitted by Foreign Vendors:**
 - h.1. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - h.2. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - h.2.1. Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
 - h.2.2. In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. h.2.1 will required to be followed.
 - h.2.3. The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

1.13

VALIDITY OF OFFER

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

1.14

EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited. The

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Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL/ any PSU/ Government Department / Financial Institutions / Court, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or any PSU/ Government Department /Financial Institutions /Court or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. The decision of BHEL will be final in this regard.

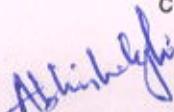
1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

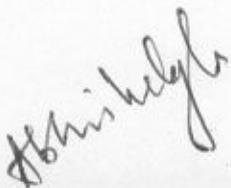
1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.



- 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Project Manager. The tenderer is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
- 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate before opening of tender becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

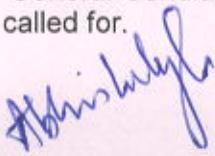


CHAPTER-2

2. GENERAL CONDITIONS

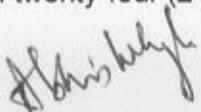
2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

- i) "BHEL" shall mean Bharat Heavy Electricals Limited (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii) "COMPETENT AUTHORITY" shall mean Executive Director/Director/CMD of BHEL as per delegation of power as per company's extant policy.
- iii) "PROJECT MANAGER" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as overall site in-charge on its behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- iv) 'CONSTRUCTION MANAGER' shall mean an officer as may be duly appointed & authorized by Project manager for the purpose of the contract.
- v) 'ENGINEER/OFFICER-IN-CHARGE' shall mean an officer duly appointed by the Project Manager. He shall be authorized to represent and act on behalf of the BHEL on a day-to-day basis for a particular package/work of the Project.
- vi) "SITE" shall mean the location/ route of HT line from UPPTCL substation at sector 20, Noida to BHEL complex at Plot No. 25, Sector-16A, Noida, UP.
- vii) "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- viii) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.
- ix) "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.



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- x) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, procedures, Site information, etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- xi) "LETTER OF INTENT/ AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
- xii) "COMPLETION TIME" shall mean the period by 'date/month/year' specified in the 'Letter of Award' for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Project Manager, being of required standard and conforming to the specifications of the Contract.
- xiii) "PLANT" shall mean and connote the entire assembly of the plant and equipment covered by the contract.
- xiv) "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- xv) "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- xvi) "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii) "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- xviii) "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- xix) "HEADING" The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- xx) "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- xxi) Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A week shall mean continuous period of seven (7) days.



- xxii) "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- xxiii) "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- xxiv) "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
- xxv) 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained
- xxvi) "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender
- xxvii) "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract.
- xxviii) "TERMINATION" of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract
- xxix) "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- xxx) "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Court having original Civil Jurisdiction at Delhi shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

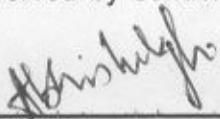
2.3 ISSUE OF NOTICE

2.3.1 Service of notice on contractor

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

2.3.2 Service of notice on BHEL

Any notice to be given to BHEL in-charge/Region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed



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address as notified in writing by BHEL to the Contractor.

2.4 USE OF LAND

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

2.5 COMMENCEMENT OF WORK

Refer relevant clause of Special conditions of Contract(SCC).

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by e-mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be actual execution of work based on relevant documents and drawings approved by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

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

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

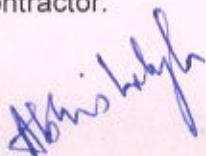
2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.

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

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.



2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

2.6.11 Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Project Manager that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.6.12 The contractor shall give notice/ reasonable time in writing to BHEL or its authorized representative for measurement.

2.7 RIGHTS OF BHEL

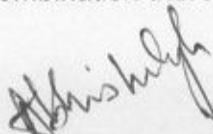
BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment or in case BHEL decides to advance the date of completion due to other emergent reasons.

2.7.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of: -

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

2.7.3 To meet the expenses including BHEL overheads on the differential cost at 15% over and above the penalties arising out of "Risk & Cost" as explained above under sl. no. 2.7.2. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof



2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's has to abandon the project due to any order of any Statutory Authority.

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall also levy overheads of 15%, on all such payments along with interest as defined elsewhere in the GCC.

2.7.6 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in following cases:

- The balance works are minor vis a vis the scope of work envisaged as per the contract.
- There has been no significant work in past 6 months OR no significant work is expected in next 6 months
- The balance works cannot be done within a reasonable period of time for reasons not attributable to the contractor.
- Work does not start within six months of LOA date.

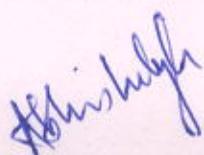
At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work shall however be reduced from the final contract value as assessed by BHEL.

2.8 PENALTY

Refer relevant clause of Special conditions of Contract(SCC).

2.9 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:



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2.9.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.

2.9.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.9.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers' Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

2.9.4 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer.

2.9.5 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

2.9.6 This clause is deleted.

2.9.7 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.9.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

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

2.9.10 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.9.11 All the properties/equipment/components of BHEL loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL.

2.9.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good condition when

received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL. In case of non-return, loss, damage, repairs etc., the cost thereof as may be fixed by BHEL Project Manager will be recovered from the contractor

2.9.13 Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

2.9.14 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.9.15 All safety rules and codes applied by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Project Manager with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

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

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.

2.9.16 The contractor will be directly responsible for payment of wages to his workmen.

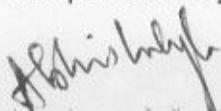
While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

2.9.17 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Project Manager.

2.9.18 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.9.19 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL whichever is earlier.

2.9.20 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, except force majeure conditions. All such problems/disputes shall be separately discussed



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and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and delay on this account shall solely be attributable to the contractor.

2.9.21 The contractor shall keep the area of work clean and shall remove the debris etc. While executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Project Manager. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Project Manager and the expenses recovered from the contractor.

2.9.22 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance as per the instructions of the Project Manager.

2.9.23 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.

2.10 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

Refer relevant clause of Special conditions of Contract(SCC).

2.11 TIME OF COMPLETION

Refer relevant clause of Special conditions of Contract(SCC).

2.12 EXTENSION OF TIME FOR COMPLETION

Refer relevant clause of Special conditions of Contract(SCC).

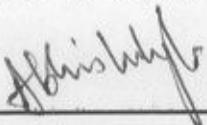
2.13 QUANTITY VARIATION

Refer relevant clause of Special conditions of Contract(SCC).

2.14 PRICE VARIATION COMPENSATION & OVER RUN COMPENSATION

The price quoted shall remain firm during the contract period including any extension of the original contract period and no price variation compensation shall be paid by BHEL for whatsoever reason.

While every endeavor shall be made by the BHEL, it cannot guarantee uninterrupted work due to condition beyond its control. The contractor will not be entitled to any



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compensation/extra payment/overrun compensation on this account.

2.15 INSURANCE

2.15.1 It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.15.2 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

2.15.3 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

2.16 FORCE MAJEURE

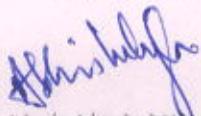
2.16.1 "Force Majeure" shall mean any event beyond the reasonable control of the parties including but not limited to fire, flood, earthquake or other acts of God, war, riots, civil war and restraints of Governing States, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2.16.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

2.16.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

2.16.4 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- Constitute a default or breach of the Contract.
- Give rise to any claim for damages or additional cost or expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.



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2.17 SETTLEMENT OF DISPUTES:

Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by the construction manager/project manager subject to a written appeal by the contractor to the construction manager/project manager, whose decision shall be final to the parties hereto.

Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in relevant clause.

2.18 ARBITRATION

Except as provided elsewhere in this contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of BHEL Unit/Region/Division issuing the contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Delhi.

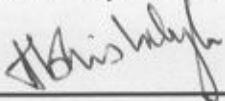
The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause no. 2.18 above, the courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties



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to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

2.19 RETENTION AMOUNT

Refer relevant clause of Special conditions of Contract(SCC).

2.20 PAYMENTS

Refer relevant clause of Special conditions of Contract(SCC).

2.21 PERFORMANCE GUARANTEE FOR WORKMANSHIP

Refer relevant clause of Special conditions of Contract(SCC).

2.22 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a completion certificate as per standard format, based on specific request of Contractor.

2.23 *This clause is deleted.*

2.24 STRIKES & LOCKOUT

2.24.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bills.

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

2.25 OTHER ISSUES

2.25.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.25.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

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

