



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

BHEL Tender Ref. No.: S012500024

WORKS CONTRACT MANAGEMENT

NOTICE INVITING TENDER	
Tender Notice No	S012500024, Dated: 30.05.2025
Nature of work	Electrostatic Precipitator Flow Model Works inside BHEL Ranipet
Type of tender	Open Tender (Two-part bid)
Period of contract	One Year
Earnest Money Deposit (EMD) Amount	Nil
Tender download start date	30.05.2025
Last date & Time for Receipt of the Tender	11.06.2025 at 11.00 Hrs
Date of Technical bid Opening	11.06.2025 at 16:00 Hrs. onwards
<i>(Please obtain updated information from the e-Procurement portal about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid/Reverse Auction
Submission of Tender	Online submission thro' BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app
Tender Opening	Online through e-Procurement Portal
Note: 1. The Tender documents can be downloaded at free of cost from BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app and also BHEL website (https://www.bhel.com/ tenders). 2. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (https://eprocurebhel.co.in/nicgep/app) only. 3. Bidders shall keep themselves updated with all such developments. 4. BHEL, Ranipet reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. BHEL, Ranipet also reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past. 5. BHEL will finalize the contract through reverse auction. 6. Contract will be awarded to Single Party only.	

Note: Tenderer should sign and affix seal in all the pages of this tender and all supporting document.

We hereby accepted above
(signature & seal of bidder)



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SCOPE OF WORK

BIDDER's SCOPE:

1. The successful tenderer shall arrange supply of the following items on their own cost as per the contract: Acrylic sheets, mild steel rods, fasteners, PVC tubes etc. as applicable for fabrication of flow model.
2. The Acrylic sheet should meet the following requirement otherwise the supply shall be rejected by BHEL during supply and execution in event of non-compliance:
 - a. Acrylic sheet shall be of good quality, transparent, colourless and odourless.
 - b. Must be of imported quality from reputed supplier with brand imprinted over sheets.
 - c. Regenerated / Recycled acrylic sheets not acceptable
 - d. Should provide smooth finish during sheet cutting with no odour generation.
 - e. Specimen/sample of sheets to be produced for inspection and approval by BHEL before commencing the supply.
 - f. Test certificate of acrylic sheets shall be produced by successful bidder along with the supply.
3. Tools for Acrylic sheet cutting (portable cutting machines), grinding etc. as applicable, those required for completing the job.
4. Buffing wheel shall also be used along with jackplane for better matching.
5. High density sponge shall be used between flanges to achieve leak proof joints.
6. All tools required for fabrication, erection, testing and dismantling.
7. All consumables including fasteners, screw nails, drill bits, thread for fixing deflection plates, adhesive, sponge gaskets etc. of sufficient quantity.
8. Fabrication of model components as per the specification and typical drawing provided at Flow model lab at BHEL Ranipet.
9. Transportation of all required materials & tools (necessary to complete the model) from tenderers' works to Flow Model Lab at BHEL Ranipet.
10. Erection of model components as per the General Arrangement drawing of the model provided at BHEL Ranipet.
11. Providing Unskilled / Semiskilled workers and Supervisor (Diploma) required for testing (for man days, ref respective projects' price bid).
12. Dismantling of model after completion of model studies as required and handing over at BHEL Disposal stores.
13. Attend any defect in the model at all stages till completion of studies.
14. The model fabrications and erections shall conform to the specification in Annexure.
15. The time lapse between receipt of fabricated components at the laboratory and start of erections could range from minimum 15 days to maximum 90 days. Care shall be taken by BHEL (space availability) to reduce this period to the extent possible.
16. The Flow model study tests shall run for a period of minimum 30 days (approx.) at one shift a day.
17. The fabrication and erection of the Flow model components shall be carried out with experienced/trained personnel.
18. Two-shift operation shall be operated depending upon the requirement (during erections and Flow model study tests). The contractor's representative shall be present on all the time.

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19. For carrying out the erection & testing activities an experienced supervisor shall be employed by the contractor.
20. During Fabrication, erection and testing of Flow model, a full-time supervisor (technically qualified) shall be available in the work spot.
21. Rates shall be quoted as per the price bid format enclosed only.
22. All the inward materials shall be properly entered in the register kept at Security entry point and also weigh the vehicle with materials and without materials (for acrylic sheets), then only payment will be made for inward materials. There shall not be any over writing / corrections on the Delivery Challan (DC). Also, before entry of the raw material acrylic sheets, the same shall be made available for inspection by BHEL.
23. Physical model Gas distribution screen sheets and all other materials, issued by BHEL shall be erected as per drawing, which forms part of erection activity. Reusable free issue materials of BHEL shall be handled carefully by the contractor and shall be returned in good condition to BHEL. In case of any damage, same shall be arranged by contractor at free of cost.
24. For leak arresting in the ESP model, plaster of Paris or applicable sealant shall be used.
25. SI units shall be used.
26. Keeping all the materials in their own safe custody till completion of the test.

BHEL's SCOPE:

1. Necessary space for storage, fabrication, erection, testing will be provided with adequate electrical power points by BHEL free of cost.
2. Terminal points, for supply air connections, for testing purposes, will be made available by BHEL free of cost.
3. GD screen & deflection plates will be supplied by BHEL free of cost, for ESP Model construction.
4. Test equipment with data capturing facility will be provided by BHEL free of cost.

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PRE-QUALIFICATION REQUIREMENTS (PQR)

(i) FINANCIAL TURNOVER:

An average annual financial turnover of the contractor during the last 3 years ending on 31st March 2024 should be at least Rs.22.91 lakhs and the bidder should submit audited balance sheet and Profit & Loss Account for the last three years (2021-22, 2022-23 & 2023-24), duly certified by chartered accountant/auditor.

(ii) EXPERIENCE:

The contractors should have experience in “ID system layout ducting/sheet metal/structural work/equipment modelling /proto type fabrication/construction of building models/civil structural work” within the last seven years as on the last day of previous month in which tender is invited should be any of the following three categories: -

a. Three similar completed works each costing not less than the amount equal to Rs.30.55 Lakhs.

OR

b. Two similar completed works each costing not less than the amount equal to Rs.38.19 Lakhs

OR

c. One similar completed works costing not less than the amount equal to Rs.61.10 Lakhs.

Above values are excluding GST.

(iii) MSE & Start-up exemption from prior experience and turnover: Not applicable.

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DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT

- a) EMD Details- Not applicable
- b) Complete tender document in all respects duly signed & sealed on each and every page by the authorized signatory of the tenderer as a token of acceptance of all the terms and conditions of tender.
- c) Self-attested Copy of the valid PAN card and Certificate of Registration of GST.
- d) Self-attested Copy of Balance Sheet and profits & loss Account statements duly certified by CA of last three financial years i.e. **[for Financial Year 2021-22, 2022-23 & 2023-24]**.
- e) Self-attested Copies of Work Orders/ Award letters/ LOI/ Contract Agreement along with certificates of successful completion in support of proof of experience for the works executed within the last seven years as on the last day of previous month in which tender is invited.
- f) **No exemption for MSE and Start-ups w.r.t. prior experience and turnover is provided.**

BHEL reserves the right to cross check the documents from the issuing department, and/or call for any additional documents including Bank Statement for verification.

Note:

- I. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
- II. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- III. Bidder shall visit the Plant before submitting their offer to get to know the location for deploying suitable resources for these works & understanding the scope of work (if required).
- IV. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
- V. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.
- VI. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

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CHAPTER 3

CHECK LIST

(to be filled by Bidder)

S No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify	
5	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
6	PAN no and documentary proof (Photo copy has to be enclosed)	
7	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
8	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
9	Applicable GST quoted Note: Please refer GST clause of Special Conditions of Contract regarding GST.	CGST@ _____% SGST@ _____% IGST@ _____%
10	MSE Details (if applicable) Documents Required for MSE is UDYAM registration certificate	

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CHAPTER 4

INSTRUCTIONS TO BIDDER

1.1 DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. Bidders shall upload sealed and signed bid documents along with other supporting documents in the BHEL GePNIC portal. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any 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) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The 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. The tenderers can visit BHEL Ranipet on working days during office working hours for any clarifications before submitting their offer.

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 shall be submitted through E-Procurement portal (BHEL GePNIC) as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website (BHEL GePNIC). However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
- 1.2.6 The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
- 1.2.7 The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
 - a) the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works

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- b) the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
- c) the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

1.3 LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. 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 QUALIFICATION OF TENDERERS

- i) 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.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.5 EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
 - a. 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 and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
 - b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.

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- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.

1.6 DATA TO BE ENCLOSED

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.

- i) **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.
- ii) **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.
- iii) **An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.**
- iv) **IN CASE OF INDIVIDUAL TENDERER:**
His / her full name, address, PAN and place & nature of business
- v) **IN CASE OF PARTNERSHIP FIRM:**
The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- vi) **IN CASE OF COMPANIES:**
 - a) 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).
 - b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.7 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Annexure) shall be submitted.

1.8 EARNEST MONEY DEPOSIT (Not Applicable)

1.9 SECURITY DEPOSIT

- 1.9.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.
- 1.9.2 The Security Deposit shall be furnished before start of the work by the contractor.
- 1.9.3 The required Security Deposit may be accepted in the following forms.
 - i) Cash (as permissible under the extant Income Tax Act).
 - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

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- iii) 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).
- iv) 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.
- v) 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). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- vi) Insurance Surety Bonds.

Note:

- i) 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.
- ii) In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.

1.9.4 The Security Deposit shall not carry any interest.

1.9.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

1.9.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months.

1.9.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies 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 by giving prior notice to the contractor.

1.10 RETURN OF SECURITY DEPOSIT:

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.

1.11 BANK GUARANTEES

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

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- ii) The Bank Guarantees shall be as per prescribed formats.

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- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL concerned officials. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the concerned BHEL officials and submitted to the dept. issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- vii) The Original Bank Guarantee shall be submitted to contracting department of BHEL Ranipet unless specified otherwise in TCC.

1.12 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period **of THREE 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.

1.13 EXECUTION OF CONTRACT AGREEMENT

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

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 Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Vendor.

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.

1.14 REJECTION OF TENDER AND OTHER CONDITIONS

1.14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

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

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

1.14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.

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- 1.14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period upto 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.
In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.
Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause.
- 1.14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.14.7 If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
- 1.14.8 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.14.9 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.
- 1.14.10 The successful tenderer (Contractor) shall not sub-contract any portion of work (either part or complete work) detailed in the tender specification undertaken by him without written permission of BHEL's concerned officials. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.14.11 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.
- 1.14.12 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.
- 1.14.13 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
- 1.15 **INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION**
In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

We hereby accepted above
(signature & seal of bidder)



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Boiler Auxiliaries Plant
Ranipet-632406

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- 1.16 The bidder in his own interest shall submit only one id. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- i) Two bids by the same party
- ii) If one bidder is the affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

1.17 CLAUSE IN CASE OF TIE:

"In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.'

- 1.18 The evaluation currency for this tender shall be INR

- 1.19 **SPLITTING THE WORK:** The price bid shall be evaluated as a package. The contract will be finalized based on the overall LOWEST value (Considering ITC on GST) and will be awarded to single bidder only.

- 1.20 Taxpayers with ₹ 5 crore plus turnover in any financial year from 2017-18 shall issue e-invoices w.e.f 1st August 2023.

- 1.21 BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.

- 1.22 Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of **three months** from the date of opening of tenders

- 1.23 Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill. (For Contracts where manpower is involved).

- 1.24 Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.

1.25 COST EVALUATION

Evaluation will be on the basis of delivered cost (i.e. "total cost to BHEL").

- 1.26 **QUOTING:** Percentage allocation against each item of the BOQ is disclosed in the tender document which becomes the basis for allocation of item wise amount/ rate against the total lumpsum price which has to be quoted by the bidder for the entire contracted scope/ BOQ.

Individual item rates so derived based on above shall be deemed to be the contracted rates for various BOQ items for all purposes

1.27 MSE CLAUSE: -

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

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

MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of supporting document in GeM portal will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not uploaded at the time of bid submission. Documents submitted by the bidder shall be verified by BHEL for rendering the applicable benefits.

- 1.28 **Reverse Auction:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per BHEL RA guidelines. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
- 1.29 Tender can be cancelled at any stage due to unavoidable circumstances.
- 1.30 The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 1.31 BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
- 1.32 The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
- 1.33 The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
- 1.34 **CONFLICT OF INTEREST:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity’s interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; **or**
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
 - c) they have the same legal representative/agent for purposes of this bid; **or**
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or

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- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the followings:

- (i) The principle manufacturer directly or through one Indian agent on his behalf; and
- (ii) Indian/ foreign agent on behalf only one principal

Or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

1.35 No interest shall be payable on the security deposit or any other money due to the contractor.

1.36 Bank Details for electronic fund transfer for EMD/SD

For Electronic Fund Transfer the details are as below:

a) Name of the Beneficiary: Bharat Heavy Electricals Limited

b) Bank Particulars:

Name of the Company - BHARAT HEAVY ELECTRICALS LTD.
Address of the company – Boiler Auxiliaries Plant, Ranipet - 632406
Name of the bank – State Bank of India
Bank branch – BHEL Project Branch, Mukundarayapuram
City - Ranipet
Branch code - 07013
Account Number – 10664849171
Account type - CC
IFSC code - SBIN0007013
MICR code – 632002003

- 1.37 Bid should be free from correction, overwriting, using corrective fluid, 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. In the event of any Technical or Commercial queries, the same may please be addressed to the following BHEL concerned before Part I opening-

Contact details for queries related to submission of tender Shri Ch Arun Kumar DM/ WCM arunkumarc@bhel.in +91 8978665063 04172 284103 Shri G Sugumar SDGM/ WCM gsugumar@bhel.in +91 9787704370 04172 284035	Contact details for queries related to scope of work & working area details. User department Shri Venkatesan K Manager/ AQCS venkatk@bhel.in +91 9994427421 04172 284107 Shri Shailendra Kumar Vaishnaw DGM/ AQCS svaishnaw@bhel.in +91 7598293702 04172 284241
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1.38 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions. Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php

1.39 CARTEL FORMATION: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

1.40 FRAUD PREVENTION POLICY: Bidder/ Contractor's along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers/ consultants associated with the scope of work 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.

1.41 If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.

1.42 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.

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

1.44 In the event of our customer order covering this tender being cancelled /placed on hold /otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

1.45 BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL even after negotiation.

1.46 Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.

1.47 Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

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- 1.48 BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit.
- 1.49 Recovery / deduction as applicable as per Direct and Indirect taxes as notified by Govt. Of India from time to time will be made and information/certificate for such deduction/recoveries shall be provided by BHEL to the vendor.
- 1.50 Offers received with any deviation or without relevant information are liable to be rejected.
- 1.51 "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
- 1.52 All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
- 1.53 The following points shall be taken note while quoting the rates:
Contractor has to provide sufficient manpower to execute the contract.
PPE & Uniform to be provided (under contractor's scope) to all contract employees and must be ensured employees are working with PPE only.
Contractor has to provide the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy covering all employees to be engaged by the vendor under this contract for the following
a) In the event of death or permanent disability resulting from loss of both limbs Rs.10.00 Lakhs (Rupees Ten Lakhs).
b) In the event of other permanent disability Rs.7.00 Lakhs (Rupees Seven lakhs)
Note: No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor before commencement of work.
- 1.54 WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.

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CHAPTER 5

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. The contractor should carry out the work at the place identified by the authority concerned.
2. "Workmen shall be permitted entry into the factory premises only upon submission of the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy for the engaged manpower".
3. Work Instructions are to be obtained from respective concerned Department Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. BHEL dispatch documents shall not be enclosed as a proof of carrying out the jobs.
4. The Contractor to bring resources as specified in scope of work for carrying out and completion of the activities/works that are assigned by the concerned department officials specified in the Tender Schedule. If the Contractor is not completing the assigned work in time as specified by BHEL, the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the BHEL Officials, as per the need, the contractor should provide the additional manpower to carry out the work in time.
5. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
6. Inspection shall be carried out by area in-charge after completion of work.
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
9. The contractor shall provide their employees with Personal Protective Equipment (whatever is applicable) and shall comply all safety regulations under Factories Act. It is the responsibility of the contractor not only to provide the work force with PPE's at their cost as may be considered necessary for the execution of the work but also to ensure their wearing, failing which corrective action will be taken by withholding the amount recommended by BHEL /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the required PPE's. The contractor has to follow the BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly.
10. **Contractor has to provide the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy covering all employees to be engaged by the contractor under this contract for the following**
 - a) **In the event of death or permanent disability resulting from loss of both limbs Rs.10.00/- Lakhs (Rupees Ten Lakhs).**
 - b) **In the event of other permanent disability Rs. 7.00/- Lakhs (Rupees Seven lakhs)****"Workmen shall be permitted entry into the factory premises only upon submission of the Personal Accidental Insurance policy/ Group Personal Accidental Insurance policy for the engaged manpower"**
11. "BHEL does not guarantee ordering of any minimum quantity on any contractor, or does not guarantee more share for the lowest tenderers."
12. Daily work progress shall be reported to the person in-charge before leaving the work spot.
13. Usage of mobile phones and internet during working hours is strictly prohibited.

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14. All contract personnel shall come in a decent, formal dress code.
15. This work shall be in force for **One Year** from the date of commencement of work. The period of the contract may be renewed or extended on mutual understanding.
16. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
17. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the man-power and other personnel who may be employed by the contractor.
18. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.
19. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/ installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
20. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
21. The contractor should possess necessary licenses, Permanent PF A/c No, and should take Insurance for his workers and produce them before commencement of work.
22. **COMPLIANCE TO REGULATIONS AND BY-LAWS:**
The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
23. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
24. **Contractor has to ensure strict compliance of biometric recording through fingerprint for their laborer's. Contractor also has to ensure that all their laborer's record their attendance while entering/exiting factory premises.**
25. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
26. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.

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27. "BHEL reserves the right to suspend the work or part thereof put a hold on further loading to the Contractor at any time for any reason at its discretion and no claim whatsoever on this account will be entertained".
28. "Notwithstanding anything to the contrary, BHEL shall have the full rights to exclude the Contractor or any of its employees/ vendors, etc. from the BHEL premises".
29. "The Contractor hereby understands and agrees that BHEL BAP Ranipet is a prohibited place under the Official Secrets Act and undertakes to comply with all legal and other provisions, and directions as may be issued from time to time by the concerned authorities including the Security Department of BHEL".
30. As required under the Tamilnadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.
31. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
32. The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
33. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.
34. The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act effective from 01.04.2024 applicable for Engineering and Fabrication industry from time to time.
35. The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

36. GST: -

Registration & GST Rate:

The quoted rate for the work shall be inclusive of all taxes other than GST.

- a) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- b) Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
- c) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- d) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.
- e) The tenderer has to quote GST rate extra as applicable in the tabulation given in the Price Bid. If GST is not indicated separately in the price bid schedule, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly

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- f) In case of reverse charge applicability, BHEL will not reimburse to the tenderer the reverse charge of GST paid by BHEL.

Note: Any statutory variation in GST rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

Invoicing & Payment:

- a) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
- i. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - ii. HSN Code or Service Accounting Code for supply of goods or services.
 - iii. Name & address of supplier
 - iv. GSTIN of Supplier
 - v. Consecutive Serial Number & date of issue
 - vi. Description of goods or services
 - vii. Total value of supply
 - viii. Taxable value of supply
 - ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - x. Amount of Tax charged
 - xi. Place of supply
 - xii. Address of delivery if different from place of supply
 - xiii. Signature of authorized signatory
- b) Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availing of Input Tax Credit by BHEL.

Input tax credit:

- a) In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
- b) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
- c) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

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- d) For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act:

Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Anti-profiteering Measure:

Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provisions:

- a) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- b) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- c) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- d) If any changes in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the contractor only. The required compliance under relevant statute shall be carried out.

37. TAXES & DUTIES:

The above works are being Supply of materials and supply of Labour Services by Contractor. According to that, GST @ 18% is applicable. GST amount will be reimbursed to the contractor on submission of proof of remittance challan and uploading the details GSTN network within the statutory time period. In case any change in GST as per Government Notification, the same may be adopted during the contract period.

38. TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.

- a) The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- b) The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - i. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.
 - ii. The minimum wages Act 1948 and the related Tamilnadu Rules.
 - iii. The payment of wages Act 1936 and the related Tamilnadu Rules.
 - iv. The Factories Act 1948 and the related Tamilnadu Rules.
 - v. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - vi. The Employees State Insurance Act 1948.
 - vii. The workmen's Compensation Act 1923.
 - viii. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

c) REGISTRATION AND LICENSING:

We hereby accepted above
(signature & seal of bidder)



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Ranipet-632406

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Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- i. The name of the contractor.
- ii. Nature of contract work.
- iii. Period of work.
- iv. Number of maximum labours employed by him on any one day.
- v. License No. and date (applicable in case of contractors employing 20 or more worker)
- vi. Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- d) The contractor employing 20 or more workmen is required to obtain license from the authorities {The Deputy Chief Labour Commissioner (Central) Chennai}. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- e) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- f) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- g) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- h) **Minimum daily wages to be paid by the contractor** (in INR)

Description	For Unskilled Worker (persons doing work which does not require any training)	For Semi Skilled Worker (All trade certificate holders including ITI)	Skilled Worker (persons with trade certificate including ITI with experience of 3 years & above)
Basic Pay as on 01.04.2025	255.00	265.00	273.50
Dearness allowance as on 01.04.2025	296.46	296.46	296.46
Total wage per day	551.46	561.46	569.96
PF contribution@13% on total wages by employer*	71.69	72.99	74.09
ESI contribution@3.25% on total wages by employer	17.92	18.25	18.52
Bonus @8.33% on (Basic + DA)	45.94	46.77	47.48
EL Portion per day	27.57	28.07	28.50
Total amount	714.58	727.54	738.55

***PF contribution from employer to be restricted to 13% on Rs. 15,000/-**

- i) **"During contract period, any increase in minimum wages declared by State Govt. will have to be borne by the contractor."**

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- j) **Payment of Bonus to be ensured as per Bonus act. Further, Payment of Bonus should be made once in a year (with final bill). Document evidence of bonus payment shall be enclosed along with the final Bill.**
- k) **Encashment of EL is to be regularize based on the balance leave available at the time of final bill only.**
- l) The contractor has to pay the wages to their workers through worker's Bank account only. no hand payment will be acceptable.
- m) The statutory requirements like PF (with ceiling of Rs. 15,000), ESI will be applicable for the actual total wage per month. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
- n) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- o) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- p) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- q) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
 - i. Serial Number
 - ii. Location
 - iii. Period of work
 - iv. No. of contract labour engaged during the month
 - v. No. of days worked
 - vi. No. of man days worked
 - vii. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month

r) **REGISTERS RECORDS AND COLLECTION OF STATISTICS.**

The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.

- 1. Form A – Employee Register
- 2. Form B – Wage Register
- 3. Form C – Register of Loan / Advance / Fine / Damage / Loss.
- 4. Form D – Register of Attendance.
- 5. Form E – Register of Leave / Rest / Compensatory off.
- 6. Employment Card
- 7. One-month notice of all the contract workmen before completion of work.
- s) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- t) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.

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- u) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- v) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- w) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- x) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.
- y) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- z) The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- aa) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- bb) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- cc) The contractor shall give four paid national holidays to his workers, viz. 26th January, 1st May, 15th August and 2nd October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- dd) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- ee) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.
- ff) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer In-charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- gg) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- hh) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- ii) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time.

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The contribution payable presently is **0.75%** of wages to be recovered from his/her workmen and **3.25%** of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paisa.

- jj) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
 - kk) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
 - ll) All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are **12%** and **13%** respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
 - mm) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
 - nn) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
 - oo) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
 - pp) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
 - qq) In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
 - rr) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
 - ss) Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.
- 39. WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc. is the responsibility of end user.**
- 40. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.**
- 41. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR**
- a) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
 - b) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
 - c) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
 - d) No material of any kind shall be dropped or allowed to be dropped from any height.

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- e) Defective ladders shall not be used at all.
 - f) Inflammable materials shall not be stored near places where the sparks are likely to occur.
 - g) The necessary safety equipment such as gloves, boots, helmets etc. must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
 - h) Appropriate safety equipment (like safety boots, gloves, goggles, helmet etc.) are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
 - i) The working area shall be kept clean and free from all obstructions.
 - j) All temporary electrical connections shall be properly earthed, insulated and periodically checked.
 - k) The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
 - l) All safety precautions are to be taken by the contractor at his cost.
42. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of his tender.
43. BHEL will not bound by any power of Attorney granted by the tenderer or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
44. Words imparting the singular number shall have deemed to include the plural number and vice versa where the context so require.
45. The expenses for completing and stamping the agreement shall be to the contractor's account.
46. The general and special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special conditions of contract, those contained in the specifications approved by BHEL, shall apply.
47. The "GENERAL CONDITIONS OF CONTRACT" and "SPECIAL CONDITIONS OF THE CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
48. The filled ESI declaration forms shall be submitted to the Executive of HRM Dept. In the Declaration Form full address of the contractor shall be mentioned. Whenever a fresh and unregistered worker is engaged during the operation of contract, declaration form in respect of that workman which should be submitted to Human Resources Department within two days of such engagement.
49. ESI contributions (0.75% employee's contribution + 3.25% employer contribution of the total monthly wages) before 20th day of every following month. Prescribed challans are available at ESI local office, Ranipet (near Sipcot). Contractors who have got their own code number can remit the contributions on that number. Along with the challan copy, the details of remittance shall be submitted to the concerned HRM Executive in the ESI compliance form.
50. The contractor should deduct Provident Fund and ESI amount as per the provisions and amount so deducted along with the matching contribution of the contractor shall be remitted to the authorities concerned within the stipulated time. The statement of deduction along with the challans evidencing remittance shall be submitted to Officer-in-charge. If the evidences are not shown, further bills of the contractor will not be paid. BHEL have the right to withhold the payment of his bills. Submission of statutory returns such as Half Yearly returns of ESI (Form 6), P.F. return (Form 12A), Form 5 and Form 10, Form 3A & Form 6A should be send to the concerned officers in time.
51. The workers' particulars such as Name, Age, Father's name, address, Phone no, etc., and their daily attendance have to be maintained by the contractor. The details of Provident Fund and ESI compliance have to be maintained by the contractor in the prescribed format/register.

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52. The contractor shall maintain the following Registers and Records and make them available for inspection at any time. (The list is only for example, but not exhaustive).

- a) Muster Roll
- b) Register of Wages
- c) Register of Deductions
- d) Register of Overtime
- e) Register of Fine
- f) Register of Advance
- g) Wage slips
- h) Register of Accidents
- i) Register of Leave with Wages
- j) ESI Register in Form-7

All registers are required to be maintained as above and shall be produced as and when Government Officials and Statutory Authorities to make inspection from time to time.

53. In case a contract labourers meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) within 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured workman such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.

54. Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.

55. Contractor should employ only persons having sound health and not above the age of 60 years, and not below the age of 18 years.

56. The Contractor agrees that no claim for interest or damages will be entertained or be payable by BHEL in respect of any money or balances or amounts of whatsoever nature which may be lying with BHEL owing to any disputes or differences between the parties irrespective of whether the same is decided by any authority to be paid or returned to the Contractor."

57. Certificate by the executing department that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, etc. are complied with by the Contractor. This should be duly backed by the relevant documents".

58. If the contractor is not able to provide the sufficient manpower for a period of continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor. In the event of contract termination, security deposit paid by the contractor will be forfeited.

59. LD/PENALTY TERMS:

If the contractor fails to complete the work within the period specified in the contract, BHEL Ranipet shall deduct as Liquidated Damages, as follows: -

- a. LD shall be 0.5 % of the order value (includes Material supply, Fabrication, Erection, Testing, Dismantling & Testing Man days) of respective project per week of delay or part thereof subject to a maximum of 10 % of the total value (includes Material supply, Fabrication, Erection, Testing, Dismantling & Testing Man days) of the respective project.
- b. In case of any change to the order value, the LD shall be 0.5 % of the revised order value (includes Material supply, Fabrication, Erection, Testing, Dismantling & Testing Man days) of respective project per week of delay or part thereof subject to a maximum of 10% of the revised order value (includes Material supply, Fabrication, Erection, Testing, Dismantling & Testing Man days) of respective project.

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60. PAYMENT TERMS:

On supply of materials after Hypothecation to BHEL	80% Proportionate value of materials supplied for all the projects.
On Submission of completion certificate after Fabrication & Erection	20% of proportionate value of materials supplied and 90% of Fabrication and Erection Value for the respective projects
On completion of Report Preparation	10% of Fabrication and Erection Value for the respective projects
If dismantling is not required by BHEL	Agreed Dismantling charges will not be paid.
Manpower Supply for Testing activity	Proportionate payment will be made on monthly basis

Note: Payment will be made monthly once based on completion of work, certified by Engineer-in-Charge thro' e –M book. The contractor has to submit GST compliance invoice in triplicate for the quantum of work executed.

Payment will be made to MSE vendor within 45 days and for others within 90 days (being NIC tender).

61. **Breach of contract, Remedies and Termination:** In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
62. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
63. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

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CHAPTER 6

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION: -

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Contractor" means, the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the officer deputed by the HOD/WCM to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of HOD/WCM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the said company including HOD/WCM authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulation.

2. HEADING TO THE CONTRACT CONDITIONS: -

The heading to these conditions shall not affect the interpretations thereof.

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3. **WORK TO BE CARRIED OUT:** -

The contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. **DEVIATIONS:** -

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **OCTROI AND OTHER DUTIES:** -

All charges on account of octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

6. **PLANT AND EQUIPMENT:** -

The contractor shall at his own expense, supply all tools, plant and equipment (herein after referred to as T&P) required for the execution of the contract.

7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** -

The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

8. **SUB-CONTRACT:** -

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** -

The contractor shall confirm to the provisions of any statute relating to the work and regulations and bye-laws of any local authority. The contractor shall be bound to give all notices required by statute regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. **SECURITY DEPOSIT:** -

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value.

Mode of Deposit:

- 1) Cash (as permissible under the extant Income Tax Act)
- 2) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

Following are the steps for online submission of Security Deposit-

a) Pay online (SBI Collect)

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- i. Visit <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>
- ii. Select "Tamilnadu" in "filter by state"
- iii. Select category as "PSU-PUBLIC SECTOR UNDERTAKING"
- iv. Search as "BHEL BAP RANIPET" in the search bar.
- v. Select "BHEL BAP RANIPET"
- vi. Select "Security Deposit of Vendor" in the drop-down menu under "Select Payment Category"
- vii. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- viii. Make payment for SD as required in tender after entering the details.

b) Bidders can pay "Security Deposit" through online on below account:

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN0007013
SWIFT CODE	SBININBB450

- 3) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 4) 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)
- 5) 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)
- 6) Insurance Surety Bonds

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

At least 50% of the required Security Deposit, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. Security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.
12. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Ltd, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
13. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
14. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
15. **ORDERS UNDER THE CONTRACT:** -
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
16. **CONTRACTOR'S SUPERVISION:** -

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The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the HOD/WCM to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the HOD/WCM or the OFFICE-IN CHARGE, to received instructions.

17. The HOD/WCM shall have full powers and without assigning any reason, required the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

18. **LABOUR:** -

The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

19. **PRECAUTIONS UNDER RISK:** -

The contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purposes.

20. **DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN:** -

The contractor shall at his own expenses reinstate and make good to the satisfaction of the HOD/WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting I death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

21. **LAWS GOVERNING THE CONTRACT:** -

The contract shall be governed by the India laws for time being in force.

22. **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:** -

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any if the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the contractor shall: -

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- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service.

(OR)

- b) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

(OR)

- c) obtain a contract with BHEL as a result of ring tendering or by non-bonfire methods of competitive tendering, without first disclosing the fact in writing to BHEL.

23. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017: -

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by HOD/WCM or his authorized officials and continues in that state after a reasonable notice from HOD/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized concerned department Officials which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HOD/WCM or the same shall be recovered from the Contractor by other means.

24. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT: -

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the contractor:

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

(OR)

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

(OR)

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- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by concerned executive of contract executing department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by HOD/WCM or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the HOD/WCM whose decision shall be final and conclusive.

25. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT: -

If the contractor,

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from HOD/WCM or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by concerned department officials which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by HOD/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the HOD/WCM whose decision shall be final and conclusive.

26. TERMINATION OF CONTRACT ON THE DEATH OF CONTRACTOR: -

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

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27. SPECIAL POWER TO TERMINATION: -

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the HOD/WCM shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

"If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years."

28. RECOVERY FROM CONTRACTOR: -

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

29. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) under the contract or other legal remedies.

The balance scope shall be got done independently without Risk & Cost of the failed supplier/contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

30. POST TECHNICAL AUDIT OF WORK AND BILLS: -

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

31. SIGNING OF CONTRACT: -

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the

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Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

32. FORCE MAJEURE CLAUSE: -

“Force Majeure” shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
- ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- iii. epidemics, quarantine, and plague;
- iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster.

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 14 days after the occurrence of such event.

- i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure.
- ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract.
- iii. No delay or non-performance by either party hereto caused by the force majeure shall (a) constitute a default or breach of the Contract; or (b) give rise to any claim for damages or additional cost or expense occasioned thereby.
- iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

33. ARBITRATION: -

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the HOD/WCM or Accepting Officer or any other

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person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

34. ARBITRATION AND JURISDICTION:

- a) The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.
- b) The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.
- c) The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract
- d) Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

35. CHANGE IN CONSTITUTION OF FIRM: Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.

36. FRAUD PREVENTION POLICY: -

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

37. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor agrees & acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. Such

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information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

The above condition shall however not apply to that information, which –

- i. now or hereafter enters the public domain through no fault of that party;
- ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and
- iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The provisions of this Clause shall survive termination for a period of minimum five years, for whatever reason, of the Contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

38. SETOFF CLAUSE: -

"BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

39. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.

40. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) _ furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defence to the other said entity for enforcement of such a right that:

- (a) both entities are legally distinct/ separate entities, or
- (b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."

41. The Successful Tenderer shall agree to the following conditions:

Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands,

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liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:

- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
- ii) negligence or wilful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
- iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
- iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

42. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
43. **MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement, if applicable.
44. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
45. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
46. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
47. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
48. No interest shall be payable by BHEL on Security Deposit/ or any money due to the Contractor by BHEL.
49. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
50. **BHEL shall recover the amount of compensation paid to victim(s)** by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

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- a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.
- c). Compensation in respect of each of the victims:
- (i) In the event of death or permanent disability resulting from Loss of both limbs: **Rs.10,00,000/-** (Rs. Ten lakh)
- (ii) In the event of other permanent disability: **Rs.7,00,000/-** (Rs. Seven lakh)
- d). Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
51. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by concerned department officials.
52. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
53. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned department officials separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a. Deviation from the items provided in the contract documents.
- b. Extra items / new items of work.
- c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
54. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.
55. **SUSPENSION OF BUSINESS DEALINGS:** -
- BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

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The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 (Bhartiya Nyaya Samhita 2023) or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

Guidelines for suspension of business dealings is available in the webpage: http://www.bhel.com/vender_registration/vender.php

56. **BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.**
57. **CONFLICT OF INTEREST:** "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (S) in common; **or**
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
 - c) they have the same legal representative/agent for purposes of this bid; **or**
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
 - e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
 - f) In cases of agents quoting in offshore procurements, on behalf of their principles manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one bid from the followings:
 - 1. The principle manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/ foreign agent on behalf only one principle **Or**
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies.

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Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

58. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

59. LIMITATION ON LIABILITY:

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

60. NO EMPLOYER EMPLOYEE RELATIONSHIP

The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said workforce of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the workforces of the Contractor.

61. DEATH CUM ACCIDENTAL INSURANCE POLICY

The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor before commencement of work. The coverage shall be of Rs. 10.00 Lakhs per individual. The sum assured (Rs. 10.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 10.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract. The Contractor have to assess the premium of insurance cover for the entire contract period. Contractors should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.

We hereby accepted above
(signature & seal of bidder)

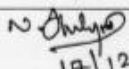



Bharat Heavy Electricals Limited
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Ranipet-632406

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CHAPTER 7

BHEL RANIPET BANK DETAILS

SECTION- 3 BANK AND PAYMENT MANDATE (Enclose supporting for the detail provided below)	
PAYMENT MODE (NEFT / RTGS / ECS/ CHEQUE)	RTGS
NAME OF BENEFICIARY	BHEL/BAP/RANIPET
NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT TYPE (SAVINGS, CURRENT, CASH CREDIT, ETC)	CASH CREDIT (CC)
ACCOUNT NO	10664849171
MICR CODE (9 DIGIT MICR CODE AS APPEARING ON CHEQUE LEAF) (EXAMPLE 110240157)	632002003
IFSC CODE (11 DIGIT IFSC CODE OF THE BANK BRANCH) (EXAMPLE HDFC0001374)	SBIN0007013
DECLARATION I/WE, HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IN CASE THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION AND FOR REASONS BEYOND THE CONTROL OF NBPL, I/WE WOULD NOT HOLD, NBPL RESPONSIBLE. I/WE DECLARE THAT, WHENEVER THERE IS A CHANGE IN THE ABOVE DETAILS, I/WE SHALL FURNISH THE FORM AFRESH.	
SIGNATURE :  NAME : 18/12/2015 DESIGNATION : N. THALAPATHY DATE : Sr. Accounts Officer COMPANY SEAL : BHEL/BAP/ RANIPET	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, Mukundapuram SEAL OF THE BANKER L. KUMAR K-7346

We hereby accepted above
(signature & seal of bidder)



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CHAPTER-8

ANNEXURES

- Annexure-1: Check List.
- Annexure-2: Offer forwarding letter / tender submission letter
- Annexure-3: No Deviation Certificate
- Annexure-4: Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- Annexure-5: Declaration by Authorized Signatory
- Annexure-6: Declaration by Authorized Signatory regarding Authenticity of submitted Documents
- ~~Annexure-7: Non-Disclosure Certificate~~
- ~~Annexure-8: Integrity Pact~~
- ~~Annexure-9: Declaration confirming knowledge about Site Conditions~~
- ~~Annexure-10: Declaration reg. Related Firms & their areas of Activities~~
- Annexure-11: Declaration for relation in BHEL
- Annexure- 12: Declaration reg. minimum local content in line with revised public procurement
- Annexure- 13: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
- Annexure-14: Bank Account Details for E-Payment
- Annexure-15: Power of Attorney for submission of tender.
- ~~Annexure-16: Proforma of Bank Guarantee for Earnest Money.~~
- Annexure-17: Proforma of Bank Guarantee for Performance Security.
- Annexure-18: List of Consortium Bank.
- Annexure-19: E-Payment
- Annexure-20: Format of Letter Confirming the Lien on Fixed Deposit Receipt

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE- 1

CHECK LIST

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

A	Name and Address of the Supplier	
B	GSTN No. the Supplier (Place of Execution of Contract / Purchase Order)	
C	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:
D	EMD DETAILS	
E	DESCRIPTION	APPLICABILITY (BY BHEL) ENCLOSED BY BIDDER
i.	Whether Pre - Qualification Criteria is understood and provided proper supporting documents.	Applicable YES / NO
ii.	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable YES / NO
iii.	Audited Balance Sheet and profit & Loss Account for the last three years (as mentioned in Pre - Qualification Criteria)	Applicable YES / NO
iv.	Copy of PAN Card & GST registration	Applicable YES / NO
v.	Submission of MSE certificate as specified in Tender	Applicable YES / NO
vi.	Offer forwarding letter / tender submission letter as per Annexure – 2	Applicable YES / NO
vii.	Submission of Certificate of No Deviation as per Annexure – 3	Applicable YES / NO
viii.	Declaration regarding Insolvency/ Liquidation/ Bankruptcy Proceedings as per Annexure – 4	Applicable YES / NO
ix.	Declaration by Authorized Signatory as per Annexure – 5	Applicable YES / NO

We hereby accepted above
(signature & seal of bidder)



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x.	Declaration by Authorized Signatory regarding Authenticity of submitted Documents Annexure – 6	Applicable	YES / NO
xi.	Declaration for relation in BHEL as per Annexure – 11	Applicable	YES / NO
xii.	Declaration reg. minimum local content in line with revised public procurement as per Annexure – 12	Applicable	YES / NO
xiii.	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017 as per Annexure – 13	Applicable	YES / NO
xiv.	Bank Account Details for E-Payment as per Annexure – 14	Applicable	YES / NO
xv.	Power of Attorney for submission of tender as per Annexure – 15	Applicable	YES / NO

NOTE: Strike off 'YES' or 'NO', as applicable. Tender not accompanied by the prescribed **above applicable documents** are liable to be summarily rejected.

DATE:

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against GeM/BHEL GePNIC Bid No.:

Having examined the tender documents against your GeM/ BHEL GePNIC Bid No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with _____ (name of work), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule in NIT.

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Performance Security' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE- 3

CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) GeM/BHEL GePNIC Bid No:
2) All other pertinent issues till date

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

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

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

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

Thanking you,

Yours faithfully,

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

Date:

Place:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE- 4

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: GeM/BHEL GePNIC Bid Specification No:

I/We,

____ declare that, I/We am/are not admitted under insolvency resolution process or liquidation under Insolvency and Bankruptcy Code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority/authorities.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:

Date:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: 1) GeM/BHEL GePNIC Bid Specification No:

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorized Signatory regarding Authenticity of submitted documents.**

Ref : 1) GeM/BHEL GePNIC Bid No. & Date:
2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Date:

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 11

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) GeM/BHEL GePNIC Bid Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/ Director(s) employed in BHEL

Tick (v) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

- i
ii
iii

**(Signature, Date & Seal of Authorized
Signatory of the Bidder)**

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 12

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) GeM/BHEL GePNIC Bid Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (*specify the name of the organization here*) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____
2. _____
3. _____
4. _____
- ...

Thanking you,
Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format, duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 13

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) GeM/BHEL GePNIC Bid Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT).*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 14

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name:
2. Beneficiary Account No.:
3. Bank Name & Branch:
4. City/Place:
5. 9 digit MICR Code of Bank Branch:
6. IFSC Code of Bank Branch:
7. Beneficiary E-mail ID:
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 15

POWER OF ATTORNEY for SUBMISSION OF TENDER

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection

with..... vide
GeM/BHEL GePNIC Bid No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

We hereby accepted above
(signature & seal of bidder)



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ANNEXURE – 17

BANK GUARANTEE FOR PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----) / FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any

We hereby accepted above
(signature & seal of bidder)



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Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/ satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

We hereby accepted above
(signature & seal of bidder)



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Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a. The liability of the Bank under this Guarantee shall not exceed.....⁶
- b. This Guarantee shall be valid up to⁷
- c. Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of (Name of the Bank) Dated.....

Place of Issue.....

1 NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited

2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 PROJECT/SUPPLY DETAILS

6 BG AMOUNT IN FIGURES AND WORDS

7 VALIDITY DATE

8 DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

We hereby accepted above
(signature & seal of bidder)



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3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Dept.
4. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **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.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that 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 favor 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. The tender stipulation should clearly specify these requirements.
 - b.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. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

BHEL Tender Ref. No.: S012500024

ANNEXURE – 18

LIST OF CONSORTIUM BANK

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
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BHEL Tender Ref. No.: S012500024
ANNEXURE 19

E-PAYMENTS

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL- Ranipet through SBI e-collect.
- Vendors (SD Payments payable by others) can utilize this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.
- Bidder's are requested to update themselves with the procedure through SBI website.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select **SB Collect** available on the top
2. Select PSU-Public Sector Undertaking
3. Filter by State "Tamilnadu"
4. Select BHEL BAP RANIPET
5. Give Inputs as per requirement.
6. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards etc.).
7. Save & Keep the copy of receipt for future reference.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

BHEL Tender Ref. No.: S012500024

ANNEXURE-20

**Format of Letter Confirming the Lien on Fixed Deposit Receipt
(On the Letter Head of Bank)**

Reference No _____

Date:

To

M/s Bharat Heavy Electricals Limited,
Finance Department, Administrative Building,
Ranipet-632406.

Dear Sir /Madam,

We refer to the fixed deposit receipt (FDR) bearing no. _____ dated _____ for Rs. _____ issued in the name of Bharath Heavy Electricals Ltd. (BHEL) Ranipet-632406. Account of _____ (Name of the vendor)

We hereby agree and confirm that,

1. There is no lock in period for encashment of the said FDR.
2. The amount under the said FDR would be paid to you on demand, at any point of time before, or upon maturity, without any reference to the _____ (name of the vendor).
3. Encashment whether premature or otherwise would not require any clearance from any other authority / person.
4. We agree that on encashment of FDR, the interest accrued will also be released to you.
5. We agree that the FDR will be auto renewed for such period/s initially mentioned in the FDR and the intimation of such renewal shall be sent to BHEL, Ranipet-632406 and _____ (the name of the vendor) immediately after the renewal.
6. FDR will not be closed, encashed, changed or Discharged without the written permission / confirmation from M/s. BHEL, Ranipet.
7. We acknowledge and agree that the Lien created on the FDR shall be in force until BHEL, Ranipet gives us a Discharge Letter in this regard.

Yours faithfully,

Authorized Signatory
(Bank Stamp/Seal)

This letter to be typed on Bank's letter head,
Bank email id:
Mobile no:
Landline no:
Address for communication:

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

BHEL Tender Ref. No.: S012500024

BILL OF QUANTITIES

S NO	DESCRIPTION	UNIT	TOTAL QTY (D)	RATE (C)	% OF TOTAL AMOUNT QUOTED IN RS. EXCLUDING GST (B)
1	ACRYLIC SH 10 MM TK (IMPORTED A CLASS)	SQM	759	=(B)/(D)	38.4955% * (A)
2	ACRYLIC SH 6 MM TK (IMPORTED A CLASS)	SQM	803	=(B)/(D)	24.5478% * (A)
3	OPAQUE SH 2 MM TK	SQM	24	=(B)/(D)	0.2589% * (A)
4	HDBD 4X450X1550	NO	1371	=(B)/(D)	5.3917% * (A)
5	HDBD 4X450X1650	NO	599	=(B)/(D)	2.3557% * (A)
6	CELLOTAPE	NO	700	=(B)/(D)	0.4588% * (A)
7	FABRICATION	SQM	1586	=(B)/(D)	13.0802% * (A)
8	ERECTION	SQM	1586	=(B)/(D)	8.9054% * (A)
9	DISMANTLING	SET	4	=(B)/(D)	0.1123% * (A)
10	TESTING USW (MAN DAYS)	MD	450	=(B)/(D)	4.2153% * (A)
11	TESTING DIPLOMA (MAN DAYS)	MD	225	=(B)/(D)	2.1784% * (A)
AMOUNT IN RS. (EXCLUDING GST) (A)					TO BE QUOTED BY BIDDER IN NIC PORTAL

Applicable GST extra

***SQM=Square Meter, NO= Number, RM= Running meter, SET= Complete Set, MD= Man-days.**

NOTE:

1. The rate/amount quoted is FIRM price basis. Any revision in minimum wages, during the period of the contract, is to be borne by the contractor only. The above rates are quoted after having fully read and understood the enquiry terms and conditions.
2. Individual item rates for the above schedules will be arrived based on the lumpsum amount quoted by the bidder & % percentage weightage indicated against each schedule. This amount shall be rounded off to the nearest Rupee. Applicable/Quoted GST amount will be extra & same will be considered while evaluating total cost to BHEL, for arriving at L1 bidder. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.
3. The above quantities are for total four projects. Individual project wise requirement is given in page no. 69 & 70.
4. Payment towards PPEs will be reimbursed on actuals to the contractor on submission of GST Bill for expenditure incurred for the same with ceiling limit of Rs.9,750/-.

We hereby accepted above
(signature & seal of bidder)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet-632406

BHEL Tender Ref. No.: S012500024

PROJECT WISE REQUIREMENT IS GIVEN BELOW: -

A. TALCHER PH-III(2X660MW); R1532 & R1533; (R682 & R683); 6XFAA-8X45M-2X84155-2

S NO	DESCRIPTION	UNIT	TOTAL QTY
1	ACRYLIC SH 10 MM TK (IMPORTED A CLASS)	SQM	210
2	ACRYLIC SH 6 MM TK (IMPORTED A CLASS)	SQM	202
3	OPAQUE SH 2 MM TK	SQM	6
4	HDBD 4X450X1550	NO	533
5	CELLOTAPE	NO	200
6	FABRICATION	SQM	418
7	ERECTION	SQM	418
8	DISMANTLING	SET	1
9	TESTING USW (MAN DAYS)	MD	120
10	TESTING DIPLOMA (MAN DAYS)	MD	60

B. LARA STPP Stage-II (2X800 MW); R1555 & R1556; 6XFAA-10X45M-2X84155-2

S NO	DESCRIPTION	UNIT	TOTAL QTY
1	ACRYLIC SH 10 MM TK (IMPORTED A CLASS)	SQM	249
2	ACRYLIC SH 6 MM TK (IMPORTED A CLASS)	SQM	202
3	OPAQUE SH 2 MM TK	SQM	6
4	HDBD 4X450X1550	NO	665
5	CELLOTAPE	NO	200
6	FABRICATION	SQM	457
7	ERECTION	SQM	457
8	DISMANTLING	SET	1
9	TESTING USW (MAN DAYS)	MD	120
10	TESTING DIPLOMA (MAN DAYS)	MD	60

We hereby accepted above
(signature & seal of bidder)



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BHEL Tender Ref. No.: S012500024

C. ADANI MAHAN (PHASE-II) (2X800MW); R1553 & R1554; 6XFAA-9X45M-2X84165-2

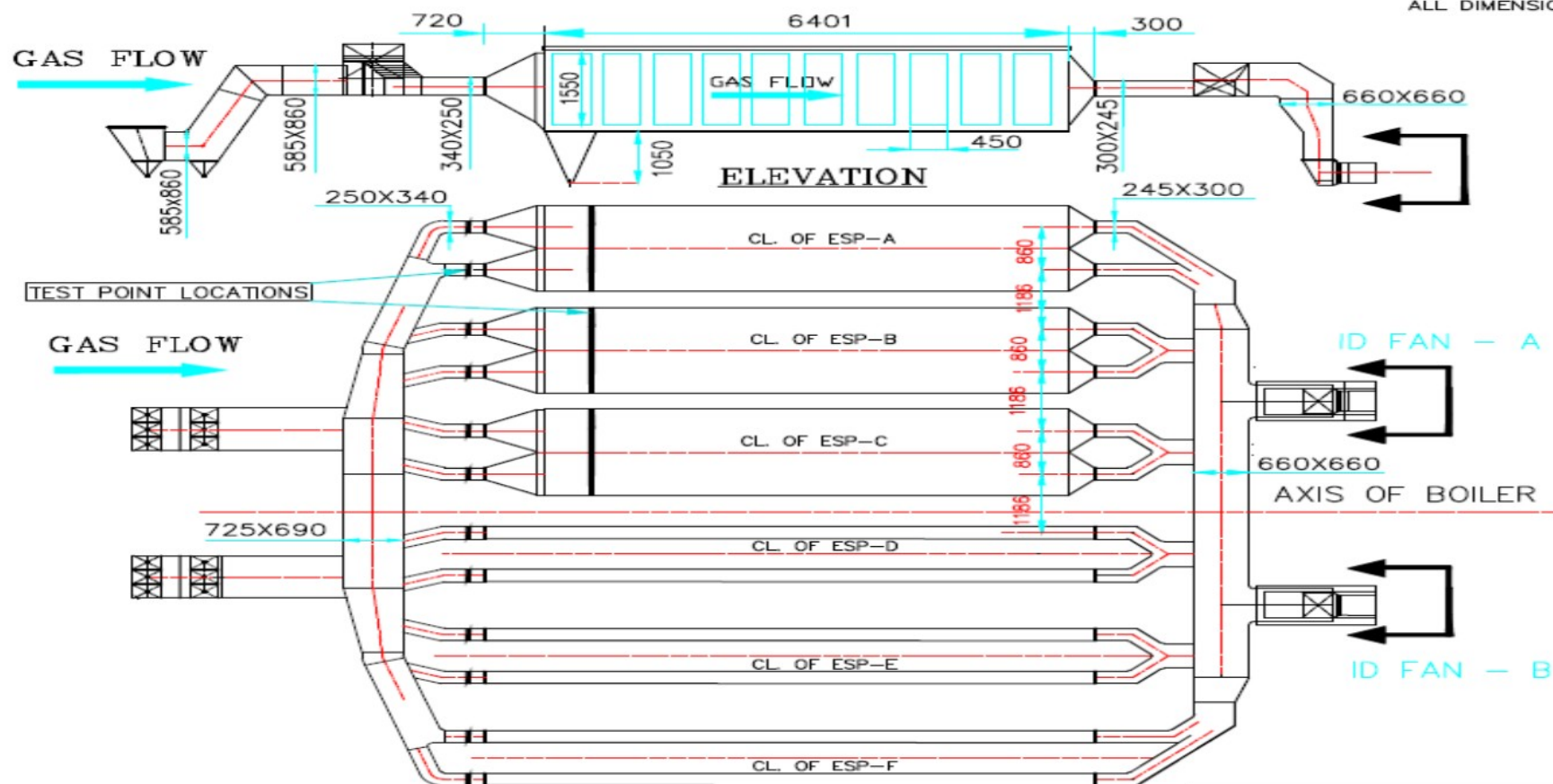
S NO	DESCRIPTION	UNIT	TOTAL QTY
1	ACRYLIC SH 10 MM TK (IMPORTED A CLASS)	SQM	228
2	ACRYLIC SH 6 MM TK (IMPORTED A CLASS)	SQM	202
3	OPAQUE SH 2 MM TK	SQM	6
4	HDBD 4X450X1650	NO	599
5	CELLOTAPE	NO	200
6	FABRICATION	SQM	436
7	ERECTION	SQM	436
8	DISMANTLING	SET	1
9	TESTING USW (MAN DAYS)	MD	120
10	TESTING DIPLOMA (MAN DAYS)	MD	60

D. PARICHHA TPS; STAGE –II R&M (2X210 MW); R2/7014 & R2/ 7015; 2XFAA-6X45M-2X108155-2

S NO	DESCRIPTION	UNIT	TOTAL QTY
1	ACRYLIC SH 10 MM TK (IMPORTED A CLASS)	SQM	72
2	ACRYLIC SH 6 MM TK (IMPORTED A CLASS)	SQM	197
3	OPAQUE SH 2 MM TK	SQM	6
4	HDBD 4X450X1550	NO	173
5	CELLOTAPE	NO	100
6	FABRICATION	SQM	275
7	ERECTION	SQM	275
8	DISMANTLING	SET	1
9	TESTING USW (MAN DAYS)	MD	90
10	TESTING DIPLOMA (MAN DAYS)	MD	45

We hereby accepted above
(signature & seal of bidder)

ALL DIMENSIONS ARE IN MM




→ LAB LAYOUT

CUSTOMER NO :

CUSTOMER :
PROJECT :

ELECTROSTATIC PRECIPITATOR PACKAGE

 BHARAT HEAVY ELECTRICALS LIMITED, UNIT: BOILER AUXILIARIES PLANT, BANSPORE 408.	DEPT CODE	NAME	SIGN	DATE
	M	DRN		
		CHD		
		APPD		

ESP FLOW MODEL LAYOUT

SCALE : N.T.S

BAP DRAWING NO.

REV. NO.

AQCS:FMS:

00