

BHEL-ELECTRONICS DIVISION, BENGALURU
FACTORY SERVICES & TOWNSHIP MAINTENANCE
NOTICE INVITING TENDER

1.	Tender Enquiry No:	BHE/FS/315/22-23/ETP/08, Date: 16.03.2023																						
2.	Tender Type	Open Tender -Two part Bid (e-Tender)																						
3.	Name of Work	Collection, Transportation and Treatment of Industrial liquid effluent inclusive of disposal of sludge generated after treatment at the site suggested by KSPCB/TSDF.																						
4.	Location of Work	BHEL- EDN FACTORY																						
5.	Period of contract	TWELVE MONTHS																						
6.	Estimated Cost	(₹) 28.22 Lakhs (including GST)																						
7.	Earnest Money Deposit	NA																						
8.	Contents of Tender Document.	<table><tr><td>Part-I Techno-Commercial Bid</td><td>Page Nos</td></tr><tr><td>ANNEXURE - 1A (Instructions to Tenderers & Qualifying Criteria)</td><td>02 - 13</td></tr><tr><td>ANNEXURE - 1B (Scope of Work & Terms and Conditions)</td><td>14 - 20</td></tr><tr><td>ANNEXURE - 1C (General Terms & Conditions of Contract)</td><td>21 - 26</td></tr><tr><td>ANNEXURE - 1D (Special Terms & Conditions of Contract)</td><td>27</td></tr><tr><td>ANNEXURE - A (No Deviation Certificate)</td><td>28</td></tr><tr><td>ANNEXURE - B (EFT Format)</td><td>29 - 30</td></tr><tr><td>ANNEXURE - C (Declaration)</td><td>31</td></tr><tr><td>General Conditions of Contract</td><td>01 – 33</td></tr><tr><td>Part- II Price Bid</td><td></td></tr><tr><td>ANNEXURE – 2 (Price bid) (For Reference only)</td><td>01 - 02</td></tr></table>	Part-I Techno-Commercial Bid	Page Nos	ANNEXURE - 1A (Instructions to Tenderers & Qualifying Criteria)	02 - 13	ANNEXURE - 1B (Scope of Work & Terms and Conditions)	14 - 20	ANNEXURE - 1C (General Terms & Conditions of Contract)	21 - 26	ANNEXURE - 1D (Special Terms & Conditions of Contract)	27	ANNEXURE - A (No Deviation Certificate)	28	ANNEXURE - B (EFT Format)	29 - 30	ANNEXURE - C (Declaration)	31	General Conditions of Contract	01 – 33	Part- II Price Bid		ANNEXURE – 2 (Price bid) (For Reference only)	01 - 02
Part-I Techno-Commercial Bid	Page Nos																							
ANNEXURE - 1A (Instructions to Tenderers & Qualifying Criteria)	02 - 13																							
ANNEXURE - 1B (Scope of Work & Terms and Conditions)	14 - 20																							
ANNEXURE - 1C (General Terms & Conditions of Contract)	21 - 26																							
ANNEXURE - 1D (Special Terms & Conditions of Contract)	27																							
ANNEXURE - A (No Deviation Certificate)	28																							
ANNEXURE - B (EFT Format)	29 - 30																							
ANNEXURE - C (Declaration)	31																							
General Conditions of Contract	01 – 33																							
Part- II Price Bid																								
ANNEXURE – 2 (Price bid) (For Reference only)	01 - 02																							
9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/nicgep/app																						
10.	Due date and time for submission of offer	27-03-2023 / 13:00 Hrs.																						
11.	Due date and time for opening of Technical bid	27-03-2023 / 13:30 Hrs.																						
12.	Contact details for queries related to tender	Shilpa Venugopal, Engineer / HSE Contact No: 080 26998402 / 8075622677 E-mail: shilpa.v@bhel.in Shivmangal Singh, Engineer/FS&TM Contact No.080-26998104 ,9741427585 Email: shivmangalsingh@bhel.in																						
13.	Address of Tender Inviting Authority	Joy Alexander , AGM/HR& FS Contact No. 080 26989151; E-mail: joy@bhel.in																						

PART - I (TECHNO-COMMERCIAL BID)**ANNEXURE - 1A****INSTRUCTIONS TO TENDERERS**

1. Tenders for the above mentioned work are hereby invited from Contractors experienced in works of similar kind and magnitude and having the valid Authorization from the Karnataka State Pollution Control Board/ Central Pollution Control Board.
2. Tenders should be floated through the government EProcurement website of BHEL (<https://eprocurebhel.co.in/nicgep/app>)
3. The local address of the Contractor, the name of the person to whom all the correspondence is to be addressed should be indicated with telephone number (both office and residence), E-mail address and Mobile Number.
4. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, specifications and all other documents which form part of the Tender Document. The tenderers shall specially note that it is tenderer's responsibility to provide any item which is not specifically mentioned in the specification, but which is necessary to complete the work.
5. The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal of BHEL as specified in NIT. Offer submitted by any other mode is not acceptable.
6. The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
7. Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
8. The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
9. Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
10. Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
11. Tenderer who has been suspended or blacklisted or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
12. Should a tenderer find discrepancies or omissions in the tender documents or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.

TENDERER

ISSUING OFFICER

13. Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and sign every page of the tender document before submitting the tender. All the entries in the Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.

Unit rate should be quoted in figures as well as in words in Indian Currency only – i.e., Rupees and Paise with reference to each item and for all the items in the attached Price-bid (Part-II). Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the bidder.

- a) If there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

14. (a) The rate quoted in the tender shall remain valid for a period of **‘THREE MONTHS’** from the date of opening tender.

(b) Tenderer shall not increase quoted rates once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.

Quantities shown in the schedule are only approximate and are liable to variation to an extent of 20% (Twenty percent). Within this variation, the contractor is entitled for compensation.

15. Quantities shown in the schedule are only approximate and are liable to variation to an extent of 20% (Twenty percent). Within this variation, the contractor is entitled for compensation.

16. **Before tendering, the tenderer is advised to inspect the work site and its environments** and be well acquainted with actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract, instruction to tenderers, drawings and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawings, but which is necessary to complete the work.

17. Details and quantities of each item of work shown in the “Bill of quantities” attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.

18. Words imparting singular numbers shall be deemed to include plural number and vice-versa where the context so requires.

19. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

TENDERER

ISSUING OFFICER

20. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
21. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
22. In case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
23. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the later case, a copy of the power of Attorney duly attested by the Gazetted Officer must accompany the tender.
24. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority. BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.
25. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
26. The contractor's responsibility under this contract shall commence from date of receipt of the order or handing over of site.
27. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
28. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.
29. The General and Special Conditions are complementary to each other and where they are in conflict, the special conditions shall prevail.
30. Any covering letter and comments of the tenderer should be submitted along with the offer. Tenders received after the due date & time of opening of tenders will be rejected.
31. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
32. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholders' relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.
33. The **'INSTRUCTIONS TO TENDERERS / RELEVANT CLAUSES IN THIS NIT' & GENERAL CONDITIONS OF CONTRACT OF BHEL'** shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. **In cases of variation between the two in any matter, the conditions in the 'INSTRUCTIONS TO TENDERER / RELEVANT CLAUSES IN THIS NIT' shall prevail.**

TENDERER

ISSUING OFFICER

Check list for submission of Offer

Bidder shall submit the offer in two part as **Part-I (Techno-commercial Bid)** and **Part-II (Price Bid)**

Part – I (Techno-Commercial Bid) comprises of two covers

(a) Pre-qualification cover (b) Tender Scope, Terms & conditions and GCC cover

The documents to be contained in each cover are as follows:

- (i) Pre-qualification cover shall contain documentary evidence to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.
- (ii) Tender Scope, Terms & Conditions and GCC cover shall contain documentary evidence for unconditional acceptance to Tender Scope, Terms & Conditions and General Conditions of Contract.

Part - II (Price Bid) comprises of single cover

a) Price Bid Cover

Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal and submitted electronically with digital signature.

Sl. No	Description	Remarks
1	Check list for Part – I: Techno-Commercial Bid (Pre-Qualification Cover)	
1.1	<u>Documentary evidence to meet Technical Competency Criteria:</u> I. Experience of Execution of works/contract with WO/PO/ Agreement and relevant Completion/ Performance certificate for similar completed "Handling and treating the industrial effluent", executed after 31st March, 2015 to meet the pre-qualification criteria. a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. (₹) 11.28 Lakh OR b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (₹) 14.11 Lakh OR c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. (₹)22.57 Lakh II. Duly signed and sealed copy of WO copy from any other industry, preferably having effluent of similar nature. III. Copy of CFO issued by KSPCB. IV. Details of proposed treatment procedure with Process Flow Diagram V. Sample MOU copy signed with any other industry	i. ☐ Uploaded / ☐ Not uploaded ii. ☐ Uploaded / ☐ Not uploaded iii. ☐ Uploaded / ☐ Not uploaded iv. ☐ Uploaded / ☐ Not uploaded v. ☐ Uploaded / ☐ Not uploaded

1.2	<u>Documentary evidence to meet Financial Soundness Criteria:</u> Duly signed and sealed copy of (a) Income Tax Return (ITR) (b) Balance Sheet & Profit / Loss Statement. (For any three consecutive years out of last five financial years ending on 31st March 2022)	(a) Income Tax Returns ☐ Uploaded/ ☐ Not uploaded for 1 year / 2 years / 3 years / 4 years / 5 years. (b) Balance Sheet & Profit / Loss Statement (Audited) ☐ Uploaded/ ☐ Not uploaded for 1 year / 2 years / 3 years / 4 years / 5 years.
1.3	<u>Documentary evidence to meet Statutory Registration and License Criteria:</u> <u>Duly signed and sealed copy of Registration certificates</u> i. Income Tax Registration (PAN) ii. GST Registration. iii. PF Registration iv. ESI Registration v. Certificate of Incorporation (As applicable) vi. Partnership Deed (As applicable) vii. CA certificate for MSE status (As applicable) viii. Power of Attorney (As applicable)	All documents ☐ Uploaded / ☐ Not uploaded

Note:

In case the tenderer desires to outsource manpower through a third party having ESI and PF registration, the tenderer shall submit the following documents along with the Pre-qualification cover:

- a. A declaration by the tenderer to this effect
- b. Copy of the agreement between both the parties clearly indicating labour compliances in the scope

2	Check list for Part – I: Techno-Commercial Bid (Tender Scope, Terms & conditions and GCC cover)	
2.1	Documentary evidence for unconditional acceptance to TenderScope of work and Terms & Conditions. 1. Duly filled, signed and Sealed copy of Complete Tender Document. 2. “No Deviation Certificate “as per ANNEXURE - A in letter head. 3. Declaration” as per ANNEXURE - C in letter head.	1. Duly filled and Signed “Tender Document” ☐ Uploaded / ☐ Not uploaded 2. Duly filled and Signed “No Deviation Certificate” ☐ Uploaded / ☐ Not uploaded 3. Duly filled and Signed “Declaration” ☐ Uploaded / ☐ Not uploaded
3	Rates quoted as per price bid format available in e-Procurement portal and submitted electronically with digital signature.	☐ Quoted as per tender format ☐ Not Quoted as per tender format.
4	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided
Bidders are kindly requested to submit their offer as follows: i. Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. ii. No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.		

TENDERER

ISSUING OFFICER

I: Bidder's Profile

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors/Partners/ Proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company / Firm	
4.	Contact Details: Landline / Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
7.	Type of Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org/ ☐ Others (Pl.Specify.....) (Supporting document to be enclosed)
8.	Status of Firm as MSME / Start up recognized by DPIIT	☐ Micro ☐ Small ☐ Medium ☐ Start-up recognized by DPIIT ☐ None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	

****Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.***

TENDERER

ISSUING OFFICER

II: Pre- qualification Criteria: Technical Competency & Financial Soundness

Sl. No	Work Experience			
1	Experience of Execution of works/contract with WO/PO/Agreement and relevant Completion/ Performance certificate for similar completed " Handling and treating the industrial effluent ", executed after 31st March, 2015 to meet the pre-qualification criteria.			
	Name of Work	Qualifying Value		
		Three Works contract each costing not less than the contract value of (₹)	Two Works contract each costing not less than the contract value of (₹)	One Works contract costing not less than the contract value of (₹)
	Collection, Transportation and Treatment of Industrial liquid effluent inclusive of disposal of sludge generated after treatment at the site suggested by KSPCB/TSDF.	₹. 11.28 Lakh	₹. 14.11 Lakh	₹. 22.57 Lakh
1.1	Details of Work Order /Agreement to be considered against work experience: WO / Agreement Ref No..... Customer: Name of Work: Contract Value: Contract Period: WO /PO/Agreement with Work Completion Certificate: () Enclosed / () Not Enclosed			
1.2	Details of Work Order /Agreement to be considered against work experience: WO / Agreement Ref No..... Customer: Name of Work: Contract Value: Contract Period: WO /PO/Agreement with Work Completion Certificate: () Enclosed / () Not Enclosed			

TENDERER

ISSUING OFFICER

1.3	Details of Work Order /Agreement to be considered against work experience: WO / Agreement Ref No..... Customer: Name of Work: Contract Value: Contract Period: WO /PO/Agreement with Work Completion Certificate: () Enclosed / () Not Enclosed		
Sl. No	Financial soundness		
2	Average annual turnover for any three consecutive years out of last five financial years ending on 31 st March 2022 (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).		
	Financial soundness parameter	Qualifying Value (₹)	
	Average annual turnover for any three consecutive years out of last five financial years ending on 31st March 2022 (2017-18, 2018-19, 2019 -20, 2020-21 & 2021-22)	₹. 8.46 Lakhs	
2.1	Details of Annual Turnover for any three consecutive years out of last five financial years ending on 31st March 2022 (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22)	Financial Year	Annual Turnover (Sales)
		2017-18	₹ Lakhs
		2018-19	₹ Lakhs
		2019-20	₹ Lakhs
		2020-21	₹ Lakhs
		2021-22	₹ Lakhs
		Average Annual Turnover of any three consecutive years.	

TENDERER

ISSUING OFFICER

2.2	Profit and Loss account statement & Balance Sheet for any three consecutive years out of last five financial years ending on	Financial year	Please Tick (☑) in the appropriate box
	31st March 2022 (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) duly certified by chartered accountant with CA membership number. (Non-submission of document for any three consecutive years will lead to rejection of offer)	2017-18	☑ Enclosed / ☑ Not Enclosed
		2018-19	☑ Enclosed / ☑ Not Enclosed
		2019-20	☑ Enclosed / ☑ Not Enclosed
		2020-21	☑ Enclosed / ☑ Not Enclosed
		2021-22	☑ Enclosed / ☑ Not Enclosed
2.3	Income Tax Return Acknowledgment for any three consecutive years out of last five financial years ending on 31st March 2022 (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) or assessment years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) (Non-submission of document for any three consecutive years will lead to rejection of offer)	Assessment year	Please Tick (☑) in the appropriate box
		2018-19	☑ Enclosed / ☑ Not Enclosed
		2019-20	☑ Enclosed / ☑ Not Enclosed
		2020-21	☑ Enclosed / ☑ Not Enclosed
		2021-22	☑ Enclosed / ☑ Not Enclosed
		2022-23	☑ Enclosed / ☑ Not Enclosed
* Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.			

TENDERER

ISSUING OFFICER

III: Pre- qualification Criteria: Statutory Requirements & Acceptance to Tender terms & conditions

1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN: Copy of Income Tax Registration ☐ Enclosed / ☐ Not enclosed
2	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST No: Copy of Goods and ServiceTax (GST) Registration ☐ Enclosed / ☐ Not enclosed / ☐ Exempted
3	I) Duly signed and Sealed copy of following in Enterprise/ Company/Firm letterhead: "No Deviation Certificate" as per ANNEXURE - A "Declaration" as per enclosed ANNEXURE - C II) Signed and sealed copy of Tender document.	☐ Enclosed / ☐ Not enclosed
4	Applicable GST % against the scope of work	_____ % GST (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE - 1B**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

1. Collection and transportation (to the tenderer's facility- CETP) of Neutralized industrial effluent generated in the factory premises of BHEL-Electronics Division, Bengaluru-560 026. Neutralization and pumping of effluent will be under BHEL scope.
2. Treatment of the effluent as per the guidelines of Karnataka State Pollution Control Board/ Central State Pollution Control Board
3. The CETP facility must be registered under KSPCB E-Manifest system for effluent disposal and log book should be maintained. Load statement should be provided on a monthly basis for record and verification by BHEL officials.
4. Treated effluent test report should be submitted on a monthly basis for the parameters mentioned in the annexure.
5. Self-declaration certificate regarding the proper treatment of effluent and disposal of sludge generated (as per hazardous waste management rules) is to be submitted on a monthly basis.
6. The vehicles used for transportation of effluent should be equipped with GPRS system connected to KSPCB system for effluent tracking.
7. The driver of the transportation vehicle should carry valid driving license along with legal documents of the vehicles such pollution control certificate, insurance etc.
8. The offer should be made in two parts viz. Technical & Commercial Bid and Price Bid. The technical & commercial bid should not include prices but unpriced bid shall be submitted
9. The tenderers may visit at BHEL – EDN, Mysore road, Bengaluru – 26 before submitting their offer.

Annexure – Evaluation parameters of treated industrial effluent as KSPCB standards.

1. Colour and Odour
2. Total Suspended Solids
3. pH Value (at 25⁰C)
4. Oil and Grease
5. Bio-Chemical Oxygen Demand, (3 days at 27⁰C)
6. Fluoride (as F)
7. Chloride (as Cl)
8. Total Dissolved Solids (Inorganic)

Contract Period

TWELVE Months effective from the date of site handing over. BHEL may extend the contract at same Rate and Terms and Conditions based on mutual consent.

Lead, Lift & Desludging

Unless otherwise specified in the tender schedule, the rates for all items will be deemed to include all leads, lifts and descents involved in the work. No separate payment will be made for desludging and allied operations at any stage of the work, and the cost of such operations will be deemed to be included in the contract rates.

Extra Works

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer. The rates will be fixed on the basis indicated under clause 2.14 of BHEL GCC. The schedule of rates to be followed in this case will be CPWD schedule of rates.

B.1 : SAFETY CODE**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. The contractor shall have full regard to safety of all persons deployed by him at the site. Keep the site and the works in orderly state appropriate to avoidance of danger to such persons. The contractor shall be responsible for any consequence arising out of execution of assigned contract.
2. The contractor shall take all reasonable steps to protect the environment on and off the site to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of execution of assigned contract.
3. The contractor is expected to follow a work planning process that is acceptable to the organization. The work planning must be conducted and documented prior to the start of work. Following steps to be followed and documented in the form of Job hazard Analysis.
 - a. Define the scope of work.
 - b. Analyze hazard for each activity, in a step by step manner.
 - c. Develop and Implement Hazard controls and regulatory compliance.
 - d. Perform the work and monitor the effectiveness of the hazard control.
 - e. Provide feedback to improve the process.
4. The contractor shall provide the following Personal Protective Equipment (PPE) as appropriate for the work as per relevant IS Standard while executing the contract.
 - a. Hard Hats (Safety Helmet)
 - b. A Pair of Gum Boots
 - c. A pair of Safety Shoes with Steel toe
 - d. Goggles (safety Glasses)
 - e. A Pair of Aprons (Cotton & Chemical Resistant)
 - f. Chemical Fume Respirators
 - g. Dust respirators
 - h. Ear plug/ Ear muff
5. All chemicals to be used at the site facility must be approved by the contracting organization and Material Safety Data Sheet must be maintained by the contractor.
6. In the event of any spillage, try is to recover as much material as possible before it enters drainage system and to take all possible measures to prevent spilled materials from running off the site.
7. The contractor shall ensure not to mix chemicals without proper supervision.
8. The Contractor shall explain all the hazards and risks associated with the operation to contract workmen prior to the start of work.
9. The Contactor shall screen all workmen for health and competence requirement before engaging for the job and also periodically.
10. The Contactor Shall report all incidents (Fatal/Major/Minor/Near Miss) to the Site engineer in charge-BHEL.
11. The Contactor shall ensure full co-operation during all HSE audits.
12. The Contractor shall adhere to the instructions laid down in Operation Control Procedures (OCPs) available with the contracting organization.
13. The Contractor shall ensure that adequate illumination is arranged during night work.

14. The contractor shall not interfere with or disturb electric fuses, circuit breakers, wiring and other electrical equipment's belonging to BHEL under any circumstances whatsoever, unless specially permitted in writing by BHEL to handle such fuses, circuit breakers, wiring or electrical equipment's.
15. The contractor shall ensure that there is no wastage of electricity, water, compressed air or any other natural resources while performing work on site of contracting agency
16. The contractor and his workmen shall avoid the use of polythene bags, thermocol and other non-biodegradable substances to the extent practically feasible.

B.2: HEALTH, SAFETY & ENVIRONMENTAL POLICY

In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach
- Continually identifying, assessing and managing environmental impacts and Occupations Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control
- Incorporating appropriate Occupational Health, Safety and Environmental criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this Policy within BHEL and making it available to interested parties.

B.3: CONTRACTOR'S STATUTORY LIABILITY

1. The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour (Prohibition & Regulation) Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [R& A] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Prevention of sexual harassment at workplace Act 2013, Equal Remuneration Act 1976, and other relevant laws/Rules applicable. The contractor shall also comply with applicable Acts/Rules, provisions, regulations, notifications and amendments made thereunder by concerned authorities from time to time.
2. Contractor shall comply with all statutory requirements, Rules, Regulations and Notifications issued from time to time by the concerned authorities in relation to employment of his employees.
3. Contractor shall provide PF pass book to his workers and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.
4. Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each worker.

TENDERER**ISSUING OFFICER**

5. In case the tenderer desires to outsource manpower through a third party having ESI and PF registration, the tenderer shall submit the following documents along with the Pre-qualification cover.
 - A declaration by the tenderer to this effect
 - Copy of the agreement between both the parties clearly indicating labour compliances in the scope
6. If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in sub clause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/-) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for contract labour deployed by him who are not covered under ESI Act. Documentary proof for the same shall be submitted to BHEL within 15 days from work commencement. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for workers deployed by him who are not covered under ESI Act, along with his monthly bill.
7. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.
8. Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL. These returns shall be subject to verification whenever the statutory authorities/ inspectors visit BHEL for inspection of records of the contractors.
9. Contractor shall be solely responsible for non-payment/delayed payment of wages/DA contributions under EPF & MP Act, ESI Act etc.
10. In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
11. Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
12. The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him. Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
13. The Engineer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.
14. Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. The contractor shall also indicate ESI No. and PF No. in the techno-commercial bid.
15. Contractor shall be responsible for making payment of wages before expiry of last day of wage period and to ensure disbursement through Bank A/c of contract labours and subsequently obtain their signatures in the wage payment register.

B.4: CONTRACTOR'S OBLIGATIONS

1. Contractor shall decide employees and machineries to be deployed for execution of the work/services awarded to him and he or his authorized representative will solely be entitled to instruct such employees about the manner of carrying out the work as per the prescribed specifications in the NIT/Work Order.
2. Your personnel shall wear identity card.
3. All the necessary tools, tackles, required for schedule works are to be arranged from your end as and when required at no extra cost.
4. The Contractor's personnel should take adequate safety precaution and use necessary safety equipment's and mask during carry out the work.
5. Any damage that may be caused to men and assets of our company by the Contractor personnel, shall be made good at your cost.
6. The Contractor shall abide by security rules to get access to our premises that are in force from time to time.
7. **The Contractor service personnel have to report to the Executive in charge/Supervisor in charge immediately after entering into our EDN Factory premises and before taking up any works.**
8. Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
9. The contractor shall be responsible for enforcing all safety regulations as applicable inside the EDN Township premises, while undertaking the work tendered. Notwithstanding that BHEL may provide consumables, cleaning and material handling equipment etc. wherever required, the contractor shall be responsible for issue and wearing of the safety equipment's/gadgets.
10. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any from the establishment of BHEL.
11. Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.
12. The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.
13. **Our organization is an ISO-14001:2015 and ISO 45001: 2018 for Occupational Health & Safety Management Systems Certification. All the activities are to be environmentally friendly in all respect and meet the Occupational Health and Safety standards while working in our premises. The unit Health, Safety and Environment policy is enclosed.**
14. In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within a month's time and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.
15. The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
16. Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
17. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any from the establishment of BHEL

TENDERER

ISSUING OFFICER

B.5: PAYMENT TERMS

1. Payment will be made after completion of actual work provided as per schedule after acceptance and certification of Area in charge/BHEL Executive as per payment terms in GCC.
2. The Contractor shall submit the bill within a week after the end of 1st, 2nd, 3rd, 4th month & thereon / after completion of work in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time along with any other relevant document which is required from time to time as per BHEL requirement.
3. The following documents are to be submitted along with the Running Account Bills for process of payment
 - a) Tax Invoice with details of GST number of BHEL and contractor.
 - b) Measurement books duly filled and signed by officials of BHEL and contractor
 - c) PF Remittance challan for the bill duration.
 - d) ESI Remittance challan for the bill duration.
 - e) Invoice submitted along with running bills to indicate the GST amount charged and bear GST NO. etc. as per prevailing taxes. Bill submitted subsequently to be accompanied with a declaration that GST liability on the earlier bill has been discharged by paying money to the Government (along with Tax Paid Challan Copy)
 - f) Field quality assurance documents (as applicable) as per instruction of Engineer In-charge
4. No advance will be paid for operational or any other expenses.
5. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
6. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement)). No other forms or mode of payment is made by BHEL If there is any delay in making payment, no interest will be paid.

7. GOODS & SERVICE TAX (GST) REGISTRATION AND COMPLIANCE

- a. BHEL EDN GSTIN is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.
- b. The bidder shall mention his GSTIN number in all quotations and invoices submitted.
- c. The bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- d. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.
- e. Payment of GST to contractor will be made only if it is matching with details uploaded and paid by the contractor in GST Return.
- f. Contractor to give undertaking that GST return will be filed within the time limit prescribed.
- g. For invoices paid on Reverse Charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
- h. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- i. The changes in GST rates due to statutory amendment of GST ACT during the course of the contract will be paid as applicable.

B.6: PRICE VARIATION CLAUSE

The rate quoted for scheduled of work shall be firm and will not change during contract period.

B.7: LIQUIDATED DAMAGES (LD)/PENALTY:

- I. The contractor/vendor shall collect industrial effluent as envisaged in scope of work within 4 working days once intimated by BHEL EDN (via mail communication/ telephone). In case, if the contractor/vendor is unable to collect effluent in the prescribed time limit specific above, a penalty of Rs. 2000 per day will be deducted on the contractor/vendor".
- II. Liquidated damages/Penalty applicable shall be as per Clause 2.7.9 of GCC.

ANNEXURE – 1CGENERAL TERMS & CONDITIONS OF CONTRACT**1. ORDERS UNDER THE CONTRACT**

All orders, notices etc. to be given under the contract shall be in writing, typescript 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. The Contractor shall carry out without delay all orders given to him.

2. CONTRACTOR'S SUPERVISION

The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL officials. Order given to the contractor's agent shall be considered to have the same force as if they have been given to contractor himself.

3. PRECAUTIONS AGAINST 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 purpose.

4. DAMAGE/LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the area EXECUTIVE INCHARGE 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

5. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

6. 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 of 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 extent as provided in the case of cancellation for default.

If the Contractor shall:

- 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in 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) To obtain a contract with BHEL as a result of ring tendering or by non-bonafide method of competitive tendering, without first disclosing the fact in writing to BHEL.

TENDERER

ISSUING OFFICER

7. CANCELLATION OF CONTRACT FOR INSOLVENCY OR ASSIGNMENT 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

OR

- b) 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

- c) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, 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

- d) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

- e) Whenever BHEL exercises the authority to cancel the contract under these 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 the EXECUTIVE INCHARGE) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the EXECUTIVE INCHARGE or the same shall be recovered from the Contractor by other means.

- f) 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the EXECUTIVE INCHARGE whose decision shall be final and conclusive.

- g) Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

8. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor makes default in carrying out the work as directed and continues in that state after a reasonable notice from the EXECUTIVE INCHARGE or his authorized representative fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued there under. 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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the EXECUTIVE INCHARGE which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the EXECUTIVE INCHARGE or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the EXECUTIVE INCHARGE whose decision shall be final and conclusive.

TENDERER

ISSUING OFFICER

9. TERMINATION OF CONTRACT ON 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.

10. 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 EXECUTIVE INCHARGE 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 foreclosing of the work.

11. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

12. 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.

13. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the EXECUTIVE INCHARGE at his discretion subject to prompt notification by the contractor.

14. ARBITRATION & CONCILIATION**15.1: Conciliation**

15.1.1 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.

TENDERER

ISSUING OFFICER

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 15.1.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.
- 15.1.3 The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

15.2: Arbitration

- 14.2.1 With a Sole Arbitrator:
Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.
- 14.2.2 The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.
- 14.2.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).
- 14.2.4 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is issued.
- 14.2.5 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
- 15.3: IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:
- 15.3.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."

TENDERER

ISSUING OFFICER

15.3.2. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

15. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Bengaluru, Karnataka only shall have the Jurisdiction and is only after exhausting the Arbitration & Conciliation provisions.

16. SECURITY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the

contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry 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 unauthorized activity.

17. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorized in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract. The expenses for completing the stamping agreement shall be paid by the contractor.

18. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

19. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

20. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. 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.)

TENDERER

ISSUING OFFICER

21. DAMAGE/LOSSTO PROPERTY& INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the EXECUTIVE INCHARGE 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

“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

ANNEXURE – 1D**SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION**

The Parties who have been suspended or black listed or issued with “Show Cause Notice “by BHEL, EDN- Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA

Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

Unpriced Price Bid - A copy of signed/sealed price bid without indicating the prices should be enclosed alongwith techno-commercial bid.

3. CRITERIA FOR AWARD OF WORK:

- (i) **The evaluation of offer for award of work shall be on the basis of “Total Cost to BHEL/ Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
- (ii) **The work will be awarded on Package Wise L1 basis.**
- (iii) **There will be no splitting of work/contract in any case.**
- (iv) In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.
- (v) The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES

Priority/Ranking: Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia or other reasons.

Tenderers are requested to give their best prices at the first instant itself.

In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

TENDERER

ISSUING OFFICER

ANNEXURE - A**PART- I (No Deviation Certificate)**

Note: The following **Declaration to be typed on the contractor's Letter Head, duly signed & stamped** and to be attached along with your Technical bid of the tender.

I/ We, M/s..... have read and clearly understood all the Terms and conditions in Tender Schedule and scope of work of **“Works Contract for Collection, Transportation and Treatment of Industrial liquid effluent inclusive of disposal of sludge generated after treatment at the site suggested by KSPCB/TSDF”** and accordingly we accept the same without any deviation what so ever.

- (i) I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- (ii) I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner/proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- (iii) I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.
- (iv) I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- (v) I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

ANNEXURE - BELECTRONIC FUNDS TRANSFER (EFT) OR PAYLINK DIRECT CREDIT FORM

To
CONTRACT EXECUTING AGENCY/BHEL

Please Fill Up the form in CAPITAL LETTERS only:

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

BHEL Vendor/Supplier Code:

Company Name:	
Permanent account Number(PAN):	
Address:	

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

Contact Person(s)	
Telephone No:	
Fax No:	
E-Mail-Id:	

Sl.No.		
01	Bank Name:	
02	Bank Address:	
03	Bank Telephone No:	
04	Bank Account no	
05	Account Type: Saving/Cash Credit	
06	9 Digit Code Number of Bank and branch Appearing on MICR cheque issued by Bank	
07	Bank Swift Code (applicable for EFT only)	
08	Bank IFSC Code(applicable for RTGS)	
09	Bank IFSC Code (applicable for NEFT)	

TENDERER

ISSUING OFFICER

I here certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL-EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/Transferring Bank responsible. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:

Authorized Signatory:

Designation:

Telephone No. with STD Code

Company seal

BANK CERTIFICATE

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

Date:

Place:

(.....)

Signature

Please return completed form along with a blank cancelled Cheque or photocopy thereof to:

Bharat Heavy Electricals Ltd.,

Attn:

Electronics Division, Mysore Road,

BANGALORE -560026

ANNEXURE - C**PART-I (Declaration)**

Note:The following Declaration to be typed **on the contractor's Letter Head, duly signed & stamped** and to be attached along with your Technical bid of the tender.

Name of Work: Collection, Transportation and Treatment of Industrial liquid effluent inclusive of disposal of sludge generated after treatment at the site suggested by KSPCB/TSDF.

TENDER ENQUIRY NO: BHE/FS/315/22-23/ETP/08, Date: 16.03.2023

- a) I / We M/s.....
- b) We have examined the invitation to bid, Instructions to Bidder, **General conditions of contract**, special conditions, specifications tender schedule, Scope of work for the above work, we the undersigned, offer to take up the work in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents
- c) We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document
- d) We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.
- e) All statutory payment (ESI & PF) and Wages to worker deployed under this contract shall be complied as per Karnataka State Minimum wages act

(Contractor Signature with Seal)



GENERAL CONDITIONS OF CONTRACT 2019

ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್, ವಿದ್ಯುನ್ಮಾನ ವಿಭಾಗ, ಬೆಂಗಳೂರು
भारत हेवी इलेक्ट्रिकल्स लिमिटेड, इलेक्ट्रॉनिक्स डिवीज़न, बेंगलुरु
Bharat Heavy Electricals Limited, Electronics Division, Bengaluru

CONTENTS

Chapter-1

1. General Instructions to Tenderers

1.1. Dispatch Instructions

1.2. Submission of Tenders

1.3. Language

1.4. Price Discrepancy

1.5. Evaluation of Bids

1.6. Data to be enclosed

1.7. Authorisation and Attestation

1.8. Earnest Money Deposit

1.9. Security Deposit

1.10. Return of Security Deposit

1.11. Bank Guarantee

1.12. Validity of offer

1.13. Execution of Contract Agreement

1.14. Rejection of Tender and other Conditions

1.15 BHEL Fraud Prevention Policy

2. Chapter-2

2.1. Definitions

2.2. Law Governing Contract and Court Jurisdiction

2.3. Issue of Notice

2.4. Use of land

2.5. Commencement of Work

2.6. Measurement of Work and Mode of Payment

2.7. Rights of BHEL

2.8. Responsibilities of Contractor in respect of Local Laws, Employment of Workers etc

2.9. Progress Monitoring, Monthly Review and Performance Evaluation

2.10. Time of Completion

2.11. Extension of Time for Completion

2.12. Over Run Compensation

2.13. Quantity Variation

2.14. Extra Works

2.15. Supplementary Items

2.16. Strikes & Lockout

2.17. Force Majeure

2.18. Arbitration and Reconciliation

2.19. Payments

2.20. Performance Guarantee for Workmanship

2.21. Closing of Contracts

2.22. Reverse Auction

2.23. Suspension of Business Dealings

2.24. Other Issues

CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages

ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any aspects, the scope of work etc., he shall contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The tender specifications and terms and conditions shall be deemed to have been accepted by the tenderer in the offer. Pre requirements and conditions shall be liable for rejection.

iii) Integrity pact (IP): If NIT calls for Integrity Pact, the same shall be duly signed & stamped by the authorised signatory & submitted along with tender document.

1.2. SUBMISSION OF TENDERS

1.2.1 The tenderers must submit their tenders as per instructions in the NIT

1.2.2 BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances. Offers received by Fax/Email/Internet shall be considered as per terms of NIT.

1.2.3 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

1.3. LANGUAGE

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

1.4.1 Conventional (Manual) Price Bid opening:

i) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

iv) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

v) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

vi) *In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.*

1.4.2 Reverse Auction: *In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.*

- i) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.*
- ii) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.*

1.5. EVALUATION OF BIDS

i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer, BHEL reserves the right to ask for proofs/documents, clarification in relation to Technical/commercial data during tender evaluation

ii) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL

iii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated to the vendor before the opening of Price bid.

1.6. DATA TO BE ENCLOSED

The following information in full shall be furnished by the tenderer. Non-submission of this information may lead to rejection of the offer.

- i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.*
- ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.*

iii) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN, GSTIN and place & nature of business to be furnished.

iv) IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, a copy of the partnership deed/instrument of partnership shall be enclosed.

v) IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.7. AUTHORISATION AND ATTESTATION

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

1.8. EARNEST MONEY DEPOSIT

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

The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening)*
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer) In case total EMD amount is more than Rs 20 Lakh, the amount in excess of Rs 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.*
- (iii) Through SBI collect (before tender opening)*
- (iv) No other form of EMD remittance shall be acceptable to BHEL*

1.8.2 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender and within the offer validity period, the tenderer revokes his/her tender or makes any modification in his tender which is not acceptable to BHEL.*
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.*
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged in derailing the tender process by unlawful means*

1.8.3 EMD shall not carry any interest.

1.8.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

1.8.5 EMD of successful tenderer will be converted as part of Security Deposit

1.9. SECURITY DEPOSIT

The total amount of Security Deposit will be 5% of the contract value (including all applicable taxes) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

1.9.1 Modes of Security deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)*
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL*
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL*
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by 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. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.*

1.9.2 The Security Deposit shall not carry any interest.

1.9.3 The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award (plus maintenance period if applicable), and 03 months claim period. The same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

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

1.10. REFUND OF SECURITY DEPOSIT

50% of the security deposit may be refunded on completion of the work after payment of the final bill and the balance 50% of the security deposit is refunded only after the expiry of the maintenance period from date of completion of work as stipulated in the contract concerned.

1.10.1 DEFECTS LIABILITY PERIOD:

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the maintenance period of six months or as stipulated in NIT hereto from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post or Email. If contractor fails to attend to the above, defect will be rectified at contractor's risk & cost and same will be deducted from the security deposit/payable amounts available with BHEL.

1.11. BANK GUARANTEES

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

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.*
- ii) The Bank Guarantees shall be as per prescribed BHEL formats.*
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.*
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL*
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.*
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.*
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due).*

1.12. VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of Ninety (90) DAYS from latest due date of offer submission (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by BHEL. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within fifteen days (15 days) after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Tenderer.

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

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

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

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

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

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

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

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

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

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

1.14.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.14.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders after finalization of contract.

1.14.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.

1.14.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.15 BHEL Fraud Prevention Policy :

The bidder along with its associate/ collaborators/sub-contractors/ Sub-Vendors/ Consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud prevention policy and list of Nodal officers shall be hosted on BHEL website, vendor portals of Units/Regions Internet.

CHAPTER-2

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

- i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Authorised Officers or its Site Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.*
- ii) “EXECUTIVE DIRECTOR” or ‘GROUP GENERAL MANAGER’ or “GENERAL MANAGER (Incharge)” or “GENERAL MANAGER” shall mean the Officer in Electronics Division, Mysore road, Bengaluru-560026*
- iii) “COMPETENT AUTHORITY” shall mean Executive Director or Group General Manager or General Manager (In-charge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In-charge) or General Manager of BHEL.*
- iv) “ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers*
- v) “SITE” shall mean the places or place at which the plants/equipment are to be erected and services are to be performed as per the specification of this Tender.*
- vi) “CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.*
- vii) “CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.*

viii) *“CONTRACT” or “CONTRACT DOCUMENT” shall mean and include the Work Order, Contract Agreement, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement.*

ix) *“GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.*

x) *“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum’s, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.*

xi) *“LETTER OF INTENT” shall mean the intimation by a Post/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.*

xii) *“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.*

xiii) *“PLANT” shall mean and connote the entire assembly of the plant and equipment’s covered by the contract.*

xiv) *“EQUIPMENT” shall mean equipment, machineries, materials, structural, electrical and other components of the plant covered by the contract.*

xv) *“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.*

xvi) *“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.*

xvii) *“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment’s to the entire satisfaction of BHEL.*

xviii) *“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.*

xix) *“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.*

xx) *“MONTH” shall mean calendar month unless otherwise specified in the Tender.*

xxi) *Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.*

xxii) *“COMMISSIONING” shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.*

xxiii) *“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.*

xxiv) *“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.*

xxv) *‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum including applicable taxes mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained*

xxvi) *“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender*

xxvii) *“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor*

xxviii) *“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract*

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

2.3 ISSUE OF NOTICE

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

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

2.4 USE OF LAND

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

2.4.1 STORES AND MATERIALS:

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

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

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

Contractor is responsible for safe & secure storage of above material.

2.4.2 PATENT RIGHTS:

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

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

2.4.3 WATER :

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

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

2.4.4 TEMPORARY WORKSHOPS, STORES ETC :

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

On completion of the work all such temporary buildings shall be cleared and the site restored to its original state in a clean and tidy condition to the entire satisfaction of the Engineer-in-charge.

2.5 COMMENCEMENT OF WORK

2.5.1 Time is essence of contract and is specified in the tender document or in each individual work order.

2.5.2 The contractor shall commence the work within seven(07) days from LOI/work order or as intimated by BHEL and shall proceed with the same with due expedition without delay.

2.5.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.4 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by electronic mode only, unless otherwise found operationally difficult.

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

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

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

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

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

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

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

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

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

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

2.7 RIGHTS OF BHEL

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

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

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

- i) Contractor's continued poor progress*
- ii) Withdrawal from or abandonment of the work before completion of the work*
- iii) Contractor's inability to progress the work for completion as stipulated in the contract*
- iv) Poor quality of work*
- v) Corrupt act of Contractor*
- vi) Insolvency of the Contractor*

vii) *Persistent disregard to the instructions of BHEL*

viii) *Assignment, transfer, sub-letting of contract without BHEL's written permission*

ix) *Non fulfillment of any contractual obligations / non-compliance of statutory requirements*

x) *In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule*

2.7.3 To meet the expenses including BHEL overheads of 35% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 2.7.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

2.7.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 35% on all such payments.

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

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

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for

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

2.7.9 LIQUIDATED DAMAGES/PENALTY

COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress in terms of condition 2.10 or to complete the work and clear the site on or before the contracted or extended the period of completion, he shall, without prejudice to any other right or remedy of the BHEL on account of such breach, pay as agreed compensation an amount calculated as stipulated below

For unfinished anticipated value of work where finished portion is fit for use

Rate of compensation as follows:

- *Completion period (as originally stipulated) not exceeding 6 months.@ 1 percent per week*
- *Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 0.5 percent per week*
- *Completion period (as originally stipulated) exceeding 2 years..... @ 0.25 percent per week*

Provided always that the total amount of compensation for delay to be paid under condition shall not exceed the under noted percentage of the anticipated contract value

- *Completion period (as originally stipulated) not exceeding 6 months.@ 10 percent of anticipated value of work*
- *Completion period (as originally stipulated) Exceeding 6 months and not exceeding 2 years...@ 7.5 percent of anticipated value of work*
- *Completion period (as originally stipulated) Exceeding 2 years.....@ 5 percent of anticipated value of work*

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the BHEL.

2.7.10 POST TECHNICAL AUDIT OF WORK AND BILLS: *BHEL reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraph's provided however that no such recovery shall be enforced after three years of passing the final bill*

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

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

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

2.8.2 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labour(R&A) Act 1970, Minimum wage Act 1948, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, Provision of Companies Act 1948 & rules thereof, The interstate Migrant Workmen 1979, The Karnataka Factories Rules 1969, Payment of Bonus Act 1965, Payment of Gratuity Act 1972. Child labour Prohibition act 1986, Karnataka Minimum Wage Act , Prevention of sexual harassment at work place Act 2013, Guidelines/notification related to Safai Karamchari Act , Equal Remuneration Act 1976, The company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.

The contractor shall produce the following registers and forms:

- Form XIII- Register of work men employed by contractor(Rule 75)*
- Form XIV- Employment Card issued by contractor(Rule 76)*
- Form XVI- Muster Roll (Rule 78(1) (a)(i))*
- Form XVII- Register of Wages (Rule 78(1) (a)(i))*
- Form XVIII- Register of wages cum Muster Roll(in case of weekly payment)*
- Form XIX- Wage slip (Rule 78(b))*
- Form XX- Register of deduction for damages Or Loss Rule 78(1) (a)(ii))*
- Form XXI- Register of files Rule 78(1) (a)(ii))*
- Form XXII- Register of Advance Rule 78(1) (a)(ii))*
- Form XXIII- Register of Overtime Rule 78(1) (a)(iii))*
- Form XXIV- Return to be sent by the contractor to the Licensing officer (Rule 82(1))*

2.8.3 The contractor shall obtain independent License under the Contract Labour (Regulations and Abolition Act)as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer

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

2.8.5 While BHEL would pay the inspection fees and Registration fees of Boiler & explosive/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

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

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

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

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

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

2.8.11 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc, the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor

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

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

2.8.14 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer. All tools, plant and equipment brought to the site shall become the property of BHEL and shall not be removed from the site without the prior written approval from BHEL. When the work is finally completed or the Contractor is determined for reasons other than the defaults of the contract, he shall forthwith remove from the site all tools, plants, equipment etc., (other than those as may have been provided by BHEL) and upon such removal, the same shall revert in, and become the property of the contractor.

2.8.15 The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labour Act. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose.

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

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

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

2.8.19 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly

2.8.20 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor. If the work is executed in Factory premises, no hutment will be allowed.

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

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

2.8.23 The contractor shall provide all watchmen necessary, for the protection of the site, the work, the materials, the tools , plant, equipment and anything else lying on the site during the progress of the work. He shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing , lighting and watching all places on or about the work and the site which may be dangerous to any person whom so ever.

2.8.24 **SITE DRAINAGE:** All water that may accumulate on the site during the process of the work, or in trenches and excavations shall be removed to the entire satisfaction of the Engineer-in-charge and at Contractors expense.

2.8.25 **INSPECTION OF THE WORK:** BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

2.8.26 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract

- i. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractors Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from updated C.P.W.D. schedule of rates by the method of proportion as follows:

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

2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

2.9.1 A detailed plan/programme for completion of the contractual scope of work as per the time schedule given in the contract shall be jointly agreed between BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis a vis this jointly agreed programme. The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc as desired by BHEL.

2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc, and constraints if any, as per prescribed formats. Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii) BHEL

2.10 TIME OF COMPLETION

2.10.1 Time is essence of the contract. The time schedule shall be as prescribed in the Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified by BHEL Engineers

2.10.2 The entire work shall be completed by the contractor within the time schedule or within such extended periods of time as may be allowed by BHEL under clause 2.11

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract.

2.11.2 Based on the monthly reviews jointly signed, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 However if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk and cost of contractor.

2.11.4 A joint programme shall be drawn for the balance amount of work to be completed during the period of 'Time Extension', along with matching resources (with weightages) to be deployed by the contractor as per specified format. Review of the programme and record of shortfall shall be done every month of the 'Time extension' period in the same manner as is done for the regular contract period.

2.11.5 During the period of 'Time extension', contractor shall maintain their resources as per mutually agreed program

2.11.6 At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

2.12 OVERRUN COMPENSATION (THIS CLAUSE IS NOT APPLICABLE IN BHEL FACTORY & TOWNSHIP PREMISES)

2.12.1 Over Run Compensation (ORC) is payable by way of rate revisions for periods beyond original, contract period subject to the following terms and conditions.

2.12.2 Rates shall be increased by 10% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as above by 10% over the previous twelve months, and similarly for each subsequent twelve months extension.

2.12.3 Should there be any 'Time extension' for reasons attributable only to the contractor, then the work shall be executed by the contractor at the rates applicable for the period the work was planned

2.12.4 Payment of ORC shall be regulated as follows:

i) Contractor is entitled to Over Run Compensation (ORC) only for the portion of backlog attributable to BHEL.

ii) 50% of the compensation is allocated for deployment of resources agreed as per the joint programme drawn vide 2.11.4. Payment shall however be based on the actual deployment of resources for the month as certified by BHEL, as per weightages assigned therein

iii) 50% of the compensation, is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. Payment shall be on pro rata basis for actual achieved quantities

iv) Total Over Run Compensation shall be limited to 10% of the executed contract value as certified in Final Bill. For this purpose executed contract value excludes PVC, ORC, Supplementary/Additional Items and Extra Works done on Man-day rate basis

2.12.5 Contractor shall not be entitled for any Over Run Compensation (ORC) for the portion of backlog attributable to the contractor. Such works shall be executed at the rates applicable for the period the work was planned

2.13 QUANTITY VARIATION

2.13.1 The quoted rates shall remain firm irrespective of any variations in the individual quantities.

2.14 EXTRA WORKS

2.14.1 All rectifications/modifications, revamping, and reworks required for any reasons not attributable to the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.

2.14.2 Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.

2.14.3 All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

2.14.4 BHEL retains the right to award or not to award any of the major repair/rework/modification/rectification/fabrication works to the contractor, at their discretion without assigning any reason for the same

2.14.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/rectification/modification/fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be as per applicable minimum wage act

2.14.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc will not be applicable due to extra works.

2.14.7 Extra Works for Civil Packages shall be regulated as follows

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re erecting etc due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per applicable updated CPWD-DSR (or latest edition) with applicable escalation derived; Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed,

c) Item rates are to be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor, plus 15% towards Contractor's overheads and profit.

ii) PVC and ORC will not applicable be for (i) above.

2.15 SUPPLEMENTARY ITEMS

2.15.1 For NON Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

i) Based on percentage breakup/rates indicated for similar/nearby items

ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work

2.15.2 For Civil Works

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

b) Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.14

ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.13

iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.

iv) PVC and ORC will not be applicable for (i) above.

2.16 STRIKES & LOCKOUT

2.16.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/employee. In the event of the contractor's labour/employee resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of 15 days, BHEL shall have the right to get the work executed through any other

agencies and the cost so incurred by BHEL along with Overhead charges of 35% shall be deducted from the Contractor's bills along with overhead of 35%

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

2.17 FORCE MAJEURE

The following shall amount to Force Majeure:-

2.17.1 Acts of God, act of any Government, War, Sabotage, Riots, Strike, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

2.17.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.18 ARBITRATION & RECONCILIATION

2.18.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge.

The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

2.18.3 The cost of arbitration shall be borne equally by the parties.

2.18.4 Work under the contract shall be continued during the arbitration proceedings

2.19 PAYMENTS

Payments to Contractors are made in any one of the following forms

2.19.1 Running Account Bills (RA Bills)

i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents along with relevant statutory documents applicable for the work.

iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract

iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to re do the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

v) In order to facilitate part payment, BHEL Site Engineer at his discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work

2.19.2 Final Bill

Final Bill is used for final payment on closing of Running Account for works or for single payment after completion of works. *Final Bill* shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) *No Claim Certificate* by contractor
- ii) *Clearance certificates where ever applicable viz Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department, etc*
- iii) *Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL*

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.20.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of as mentioned in the contract/NIT from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the balance security deposit.

2.20.2 BHEL shall release the balance security deposit subject to the following

- i) Contractor has submitted *Final Bill*
- ii) *Guarantee period as per contract has expired*
- iii) Contractor has furnished *No Claim Certificate* in specified format
- iv) BHEL Site Engineer/Construction Manager has furnished the *No Demand Certificate* in specified format

v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Guarantee money refundable.

2.21 CLOSING OF CONTRACTS

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

2.22 REVERSE AUCTION/PRICE BID OPENING:

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

2.23 SUSPENSION OF BUSINESS DEALINGS

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

2.24 OTHER ISSUES

2.24.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 200/- unless otherwise required under relevant statutes.

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

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

2.24.4 BHEL may not insist for signing of Contract Agreements in respect of low value and short time period contracts

ANNEXURE - 2

PART-II

PRICE BID

(To be submitted electronically separately)

Name of work: Collection, Transportation and Treatment of Industrial Liquid Effluent inclusive of disposal of sludge generated after treatment at the site suggested by KSPCB/TSDF

Tender Enquiry No: BHE/FS/315/22-23/ETP/08 Dtd: 16.03.2023

TENDERER

ISSUING OFFICER

PRICE SCHEDULE					
Name of work: Collection, Transportation and Treatment of Industrial Liquid Effluent inclusive of disposal sludge generated after treatment at the site suggested by KSPCB/TSDF					
Sl. No	Description of Work	Qty	Unit	Rate Rs. Ps.	Amount Rs. Ps.
1	Collection, transportation and treatment of industrial liquid effluent inclusive of disposal of sludge generated after treatment at the site suggested by KSPCB/TSDF	720000	KG		
	TOTAL				
	GST ON TOTAL				%
	GRAND TOTAL				

TOTAL AMOUNT IN WORDS:

TENDERER

ISSUING OFFICER