

**BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT
5TH FLOOR, BHEL SADAN,
PLOT NO. 25, SECTOR 16A, NOIDA,
DISTT. – GAUTAM BUDDH NAGAR (U.P.) - 201301**



TENDER DOCUMENTS

FOR

**RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING
AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND
OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS.**

TENDER SPEC. NO.: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25

DATE: 05.08.2024

TRANSMISSION BUSINESS GROUP
SUBCONTRACTS MANAGEMENT
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BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

SECTOR-16A, NOIDA -201301

e-mail: dipak.mandal@bhel.in

NOTICE INVITING TENDER

REF.: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25

DATE: 05.08.2024

SUB: TENDER FOR "RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS".

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS	02 Years from the date of LOI	Rs. 2,000,00/- As per Terms and conditions of contract	20.08.2024 14.30 hrs.	20.08.2024 15.30 hrs. (Technical bid only)

2. Bidder **has** to submit offer directly through E-PROCUREMENT MODE. Bidder may visit <https://eprocurebhel.co.in>

Procedure for Submission of Tenders through e-tendering: The tender is also floated online through our E-Procurement Site <https://eprocurebhel.co.in> . The bidder may respond by submitting their offer online in our e-Procurement platform at <https://eprocurebhel.co.in>

Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online EXCEPT EMD (which shall be submitted in physical form (as described in NIT cl. No.1) above as mentioned below:

a) Technical Bid (Un priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- Earnest money Deposit (EMD) furnished in accordance with NIT Clause.
- Technical Bid (without indicating any prices).

b) Price Bid:

- Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- The price should be quoted for the accounting unit indicated in the e-tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons

so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- v) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
 - c) Uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.
 - d) Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).
3. **Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in “Annexure to the Conditions of contract for civil work “which shall be part of the Technical Bid.**

In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR) / Bank Guarantee should be uploaded in the E-Procurement Portal and hard copy of the same should reach to following address at before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

TENDER SPEC. NO: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25, DATE: 05.08.2024
TO,
Dipak Kumar Mandal
AGM (TBSM)
BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
5th Floor, BHEL SADAN, Plot no.: - 25, Sector- 16A, Noida,
Distt. - Gautam Buddh Nagar, UP-201301
TELEPHONE: 0120-6748134, 99111 63182
E-mail: dipak.mandal@bhel.in

4. **Bidders may please note that no other mode of bid submission shall be considered for evaluation apart from Clause no. 2 to 3 mentioned above.**
5. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
6. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
7. “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their price bid along with applicable loading, if any, shall be considered for ranking.”
8. The contractor shall give his explicit confirmation without any deviations to the HSE (Health, Safety and Environment) requirements as per enclosed specification No. TBSM/HSE/NIT-01, Rev-02 Date 31.01.2024. Contactors are also required to furnish details as per Annexure (HSE) to NIT along with their offer. Offers received without compliance & data about HSE requirements are liable to be rejected.
9. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
10. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.

11. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
12. Integrity commitment, performance of the contract and punitive action thereof:
 - 18.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
 - 18.2. Commitment by Bidder/ Supplier/ Contractor:
 - 18.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - 18.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - 18.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
13. Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, TBG shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
14. 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."
15. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.
16. **If any bidder previously executed/executing/completed any job for BHEL-TBG then performance feedback will be taken from concerned site/department of BHEL-TBG. Bidder shall be qualified only in case of feedback of satisfactory performance is received. In case of unsatisfactory/poor performance the bidder will be disqualified for the tender and no other work credential shall be considered for their qualification.**
17. The evaluation currency for this tender shall be INR.
18. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

19. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and finalized. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. **IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID.** Offers with deviations are likely to be rejected.

20. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.

21. **Integrity Pact (IP)**

(a) IP is a tool to ensure that activities and transactions between the Company and Its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL

Sl no.	IEM	E- mail
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (part-I in case of Two/ Three Part Bid). Only **those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding**. In other words, entering into this Pact would be a preliminary qualification,

(c) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through e-mail only.

Note: -

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below":

Details of contact person (s): -

1) Name: - Dipak Kumar Mandal Department: - TBG, Subcontracting Address: - BHEL/ TBG, Noida Phone: - 01206748134 E mail: - dipak.mandal@bhel.in	2) Name: - Ashok Kumar Meena Department: - TBG, Subcontracting Address: - BHEL/ TBG, Noida Phone: - 01206748545 E mail: - akmeena@bhel.in
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22. The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.

23. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.

24. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.

25. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technically capability will be discussed and ascertained by the committee.

26. SPLITTING OF WORK

25.1. Splitting in case of three or more techno-commercially qualified bidders:

Splitting will be done between two (02) nos. of bidders with the quantity distribution in the nearest ratio of 60:40. 60% quantity shall be awarded to original L1 bidder. Thereafter, the lowest bidder (s) in the ranking shall be invited to match the original L1 price for the remaining 40% quantity. In case such lowest bidder fails to match the L1 price, the next higher bidder in ranking shall be invited to match the L1 price for 40% quantity and contract shall be awarded accordingly. In case no bidder accepts the L1 price for 40% quantity, then order for this 40% quantity will also be awarded to the original L1 bidder after his acceptance.

25.2. Splitting in case of less than three techno-commercially qualified bidders:

No splitting shall be done and 100% Quantity shall be awarded to original L1 bidder.

27. Conflict of Interest among bidders/Agents: -

*"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:*

- a) they have controlling partner (s) in common; or*
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) they have the same legal representative/agent for purposes of this bid; or*
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or*
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or*
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and*
 - 2. Indian/foreign agent on behalf of only one principal;*or*
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or*
- h) In case of it holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "*

Thanking you,

Yours faithfully,
For and on behalf of BHEL,

(Dipak Kumar Mandal)
AGM /TBSM

TO BE FILLED BY TENDERER OVER THEIR LETTERHEAD

ANNEXURE - X

REF.: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25

DATE: 05.08.2024

SUB: TENDER FOR "RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS".

It is certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

Also It is being declares that we (.....Bidder Name) will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

(Signature of Tenderer)

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer

ANNEXURE – Y

REF.: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25

DATE: 05.08.2024

SUB: TENDER FOR “RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS”.

Subject: Authorization of representative who will participate in the Online Reverse Auction Process:

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE / STATE / COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP, NOIDA

PRE-QUALIFYING REQUIREMENTS

REF.: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25

DATE: 05.08.2024

SUB: TENDER FOR “RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS”.

Tenders (Under two-part bid system) are invited from competent contractors for subject works. Only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

Sl. No.	Criteria	Description
A	Turn Over	<p>Bidders should have a minimum average annual turnover (Annual Gross Revenue from operations/ Gross operating income as incorporated in the profit & loss account excluding Other Income) of Rs. 30,47,160/- for last three financial Years (2020-21, 2021-22 & 2022-23 Or 2021-22, 2022-23 & 2023-24) and should submit audited balance sheet and Profit & Loss Account Sheet of these years.</p> <p>The audited financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet.</p> <p>In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not mandatory as per extant rules, CA certificate certifying turnover and profit for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.</p>
B	Profit	Vendor should have earned profit in at least one year during last three financial years as mentioned in Sl. No. A above
C	Similar Work	<p>Vendor should be successfully executed “testing and commissioning works of Switchyard/Substation of 220kV rating and above (AIS/GIS)” during last seven years ending on 30.06.2024 and should be either of the following:</p> <p>i. Similar work costing not less than Rs. 40,62,880/-per annum either through annual rate contract (s)/ similar job (s) for three years.</p> <p style="text-align: center;">OR</p>

		<p>ii. Similar work costing not less than Rs. 50,78,600/- per annum either through annual rate contract (s)/ similar job (s) jobs for two years.</p> <p style="text-align: center;">OR</p> <p>iii. Similar work costing not less than Rs. 81,25,760/- per annum either through annual rate contract (s) / similar job (s) for one year.</p>
D	Additional experience	<p>In addition to above vendor should have:</p> <ol style="list-style-type: none"> 1. Successfully completed testing of at least 2 Nos. 400kV substation and 01 No. 765kV Sub-station. 2. Successfully completed testing and commissioning work of at least 2 nos. of transformers of 100MVA rating and above.

Note:

1. The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed. Executed value of testing & commissioning of work order shall be considered for evaluation against PQR.
2. In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B, C & D mentioned above.
3. If the job is executed in the last seven years period, as specified above (job mentioned at Sl. No. C & D), even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
4. The bidder shall submit the Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer/ Contractor along with technical bid in support of qualification.
5. Consortium/ JV bidding is not allowed.
6. The Bidder should have his firm / himself registered with unique PAN and GST Registration Number.
7. If any bidder previously executed/executing/completed any job for BHEL-TBG then performance feedback will be taken from concerned site/department of BHEL-TBG. Bidder shall be qualified only in case of feedback of satisfactory performance is received. In case of unsatisfactory/poor performance the bidder will be disqualified for the tender and no other work credential shall be considered for their qualification.
8. BHEL reserves the right to:
 - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) Postpone the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - (c) May ask for further qualification during techno commercial scrutiny of bids received.
 - (d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
9. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.

10. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
11. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
12. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
13. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
14. Bidder's selection is subject to approval of BHEL's customer for this work. The approval/acceptance of bidders from Customer is mandatory requirement for subject tender.
15. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and <https://eprocurebhel.co.in> and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

Project Information/ BHEL's Contacts

NAME OF THE WORK: -

RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS.

1.0 PROJECT LOCATION AND DETAILS:

WILL BE INTIMATED AS & WHEN REQUIRED

2.0 CONTACT PERSON:

FOR CONTRACTUAL ISSUES:

DIPAK KUMAR MANDAL
AGM (TBSM)
SUBCONTRACTS MANAGEMENT,
TRANSMISSION BUSINESS GROUP,
Plot No. 25, Sector-16A, Noida,
Distt. Gautambudh Nagar, UP-201301

PHONE: 0120-674-8134/ 99111 63182
E-mail: dipak.mandal@bhel.in

FOR TECHNICAL & CONTRACT EXECUTION ISSUES:

PRANABJIT MAHATO,
Sr. DGM (TBTS)
TRANSMISSION BUSINESS GROUP,
BHEL BHAVAN (3rd Floor), Karunamoyee
Plot-9/1, Block-DJ, Sector-II
Salt Lake City, Kolkata-700091

PHONE: 9432800395
E-mail: pranabjit.mahato@bhel.in

HSE CONDITIONS

at a GLANCE (for bidders)



Health Safety and Environment Management



BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP

	Transmission Business Group HSE Department, HQ, Noida	Doc No. TBG/HSE/NIT-01 Rev No. : 02 Date: 31.01.24
	HSE Conditions at a Glance for Bidders	Page- 1 of 18




Transmission Business Group, Noida

DOCUMENT CONTROL			
Document number:	TBG/HSE/NIT-01		
Issue number:	00	Issue date:	08.01.2020
Revision number:	01	Revision date :	22.10.2021
Revision number:	02	Revision date :	31.01.2024
	Prepared by	Approved and Issued for use by	
Name	Arvind Kumar Pandey	RS Pathwar	
Designation	Sr. Engineer	Dy. General Manager	
Signature	-sd-	-sd-	
Date	31.01.2024	31.01.2024	
Doc. copy issue no. :		Doc. copy issue date :	
Issued to :	Name	Designation	Signature
Issued by :	Name	Designation	Signature

BHARAT HEAVY ELECTRICALS LIMITED

TRANSMISSION BUSINESS GROUP

	Transmission Business Group HSE Department, HQ, Noida	Doc No. TBG/HSE/NIT-01 Rev No. : 02 Date: 31.01.24
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BHEL TBG through its long experience and policy, has developed a culture to consider wellbeing of the society, protection of environment and occupational health and safety of its workers first. TBG has also a culture of transparency in all its business activities. In line to this culture, this NIT annexure is prepared as a peeping window in to the TBG HSE requirements which need to be 100% complied by the successful bidders while executing the contract. Interested bidders should go through these HSE conditions:

1. BHEL HSE Policy



**HEALTH
SAFETY
ENVIRONMENT
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 Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment 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.

June 5, 2018


Atul Sobti
 Chairman & Managing Director

Creating  of tomorrow

	Transmission Business Group HSE Department, HQ, Noida	Doc No. TBG/HSE/NIT-01 Rev No. : 02 Date: 31.01.24
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2. Legal Compliances:


- a. **Statutory Provisions:** All the sub-contractors are to comply with client specific rules and procedures, the National legislations and codes, in particular the following or their revised versions:

Srl. No	Acts/Rules Name	Srl. No	Acts/Rules Name
1	The Factories Act 1948, Amendment Act 1947	11	Contractor labour Act, 1970 (Regulation and abolition)
2	The Environment Act 1986	12	Provident fund Act, 1952
3	Workmen's Compensation Act, 1923	13	Payment of gratuity Act, 1972
4	Building and Other Construction Workers (Regulation of employment and condition of service) Act, 1996	14	Indian Explosives Act and the explosives Rules 2008
5	Buildings and Other Construction Workers Welfare Act, 1996	15	The Gas Cylinder Rules, 2016, Static and Mobile Pressure Vessels (Unfired) Rules 2016
6	Payment of wages Act, 2017 Equal remuneration Act,	16	The Indian Electricity Act 2003 and Indian Electricity Rules 2005
7	Minimum wages Act.1948	17	The Atomic Energy Act, 2015
8	Employers liability Act, 1938	18	The atomic energy (Radiation Protection) Rules. 2004
9	Industrial dispute Act, 1947	19	National Fire Protection Association (NFPA),
10	maternity benefit amendment act 2017	20	National Building Code of India 2016 etc.


b. Indian Standard (IS) Codes related to HSE

All the sub-contractors are to comply with client specific rules and procedures, the National legislations and codes in particular the following or their revised versions:

Srl	IS Code	Applies on
1	IS: 4081 -1986	Safety code for Blasting and Related Drilling operations
2	IS: 3764 -1992	Safety code for excavation work

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3	IS: 5121 -1969	Safety code for piling and other deep foundations
4	IS: 2750 -1964	Specification for steel scaffoldings
5	IS: 3696 (Part-I)-1987	Safety code for scaffolds and Ladders: Part- I Scaffolds
6	IS: 3696 (Part-II) -1991	Safety code for scaffolds and Ladders: Part –II Ladders
7	IS: 4082 -1977	Recommendations on stacking and storage of construction materials at site (First revision)
8	IS: 4130-1976	Safety code for demolition of building (First revision)
9	IS: 4912-1978	Safety requirements for floor and wall openings, railings and toe boards (First revision)
10	IS: 5916- 1970	Safety code for constructions involving use of hot bituminous materials
11	IS: 7205 -1974	Safety code for erection of structural steel work
12	IS: 7969 -1975	Safety code for handling and storage of building materials
13	IS: 8989 -1978	Safety code for erection of concrete framed structures
14	IS: 7293 -1974	Safety code for working with construction machinery
15	IS: 2212 -1991	Pipe lines –Identification –Colour code
16	IS: 5216 -1982	Recommendations on safety procedures & practices in Electrical works (Part -I & II)
17	IS: 875 -1964	Code of practice for structural safety of buildings and loading standards
18	IS: 10386 -1983	General aspects Part-1 -1983, Part-2 -1982, Part-6 -1983, Part-10 -1983- Amenities, Protective clothing and equipment, construction, storage, handling, detection and Safety measures for gases, chemicals and flammable liquids
19	IS: 10500-2012	Drinking water (Specification)
20	IS: 10291 -1982	Code of dress in civil engineering works
21	IS: 2925-1984	Safety helmets
22	IS: 1179-1967	Welding helmets
23	IS: 7524 -1979 (Part-I)	Safety goggles
24	IS: 9167 -1979	Ear muff /Ear plugs
25	IS: 6994 -1973 (Part-I)	Canvas hand gloves, Cotton hand gloves, Chrome leather gloves
26	IS: 4770 -1991	Rubber hand gloves tested for 15,000 volts
27	IS: 3521 -1999	Full body safety harness
28	IS: 11057 -1984	Specification for Industrial safety nets

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29	IS: 13415 -1992	Protective Barriers in & around buildings (Code of safety)
30	IS: 13416 -1992	Preventive measures against Hazards at work places-Recommendations part-I Falling materials hazards Prevention part-I
31	IS: 13416 -1992	Preventive measures against Hazards at work places-Recommendations part-II Fall Prevention
32	IS: 15298 -2011 (Part 1&2)	Personal Protective Equipment -Safety shoes
33	IS: 12254 -1993	Poly vinyl chloride (PVC) industrial boots
34	IS: 5557:2004	Industrial and Protective Rubber knee and Ankle boots
35	IS: 2878 -2004	Co2 Type fire extinguisher
36	IS: 2171 -1999	Dry chemical powder fire extinguisher
37	IS: 13849 – 1993	Fire extinguisher for ABC fires
38	IS: 10204-2001	Mechanical Foam type extinguisher (Foam used shall conform to IS: 4989 -1974 and Co2 cartridge shall conform to IS: 4947 -1985)
39	IS: 3786 -1983	Methods for computation of Frequency rate and Severity rates for Industrial injuries and classification of Industrial accidents (First revision)

c. The Sub-contractors need to

- Attend HSE familiarization program at TBG-HQ with his site management team. This will be a half day long awareness session on HSE requirements and compliances which the agency is supposed to fulfil during contract execution at site. The session shall be taken by TBG HSE department on intimation by TBSM. **(Rev-01)**
- Request for issuance of Form-V in their name from customer on behalf of BHEL
- Get the Labour license registration from concerned Labour office.
- Get the BOCW Registration done along with the labour license.
- Get their labourers registered under BOCW for benefits provided by the office.
- Maintain Seven registers of labours as per BOCW requirement.
- Ensure payment of wages to labours not less than the current minimum wages applicable in the premises.
- Ensure PF deduction of labourers and submission of proof to BHEL office (Wage sheet, ECR & Challan copies) duly signed.
- Submit Labour Payment Certificate by 10th of Every month.
- File timely returns, get renewals done and submit a copy to BHEL office.


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- Get Workmen's Compensation policy before the start of work, covering all the labourers and staff,
 - Policy should clearly mention the project name and location,
 - should be as per labour class and wage.
 - Should cover all the height workers with clear mention of Max. height.
 - Policy should be submitted to BHEL office and renewal before expiry.
- Issue employment card to every worker.

3. Labour Welfare and Medical Facilities

a. Labour Welfare

1. Declaration of normal working hours and weekly off day, Payment day & intervals
2. Paid rest days & holidays.
3. Payment of overtime @ twice the normal wage rate.
4. No labour shall be allowed overtime >12 hrs/week, limited to 48 hrs/month.
5. Rest and lunch area.
6. Separate Male/Female Toilets and Lavatories, clearly marked in local Language and provided with signage.
7. Cold and clean drinking water facility suitable to strength and near workplace
8. Creche for children of female workers as per BOCW requirements
9. Arranging labour accommodation in hygienic environment with the facilities of Water (Drinking, Sanitation), washing and bathing area, toilets in sufficient nos., clean and safe camps and surrounding, access road, well illuminated camp and roads, mode of contact, transport facility, first aid centre, 24x7 Security etc.
10. Cooking and eating place to be maintained in hygienic condition
11. General awareness of health and hygiene.

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b. Medical facilities and Health centres

- Availability of first aid box at every work location and agency office, with contents as per BOCW requirement.
- Emergency vehicle (four-wheeler) at work place
- Availability of stretchers in emergency vehicle and in office.
- Trained first aider
- Medical check-up for all the supervisors and workers including cooks, at the time of induction and annually thereafter.
- Tetanus Vaccination for all in every six months.
- Identification and tie-up with nearby reputed hospital(s) and display of their contact number in Emergency contact list.


4. House Keeping & Storage

Housekeeping is a continuous process and is the part of work. Agencies shall maintain safe and presentable housekeeping all the time in their respective areas, common work locations and passage areas. Roads, passages, staircases, entrance/exit gates shall always be maintained obstruction free. No material shall be left or stacked at the roof edges. Agency shall make arrangements to remove scraps on regular basis and dispose them at a space provided by customer, clearly fenced and marked by the sub-contractor as **“SCRAP YARD”**. Suitable arrangement like dedicated housekeeping team and tractor/hydra should be identified for this work.

Construction materials like shuttering materials, staging materials, cables, re-bars, cements bags, earthing flats and rods, FF pipes, surplus soil etc should be stored/stacked properly such that it should neither pose threat to safety of man nor should obstruct the free movement of man and machineries.

Every sub-contractor should have separate and well-maintained storage area for his own materials, T&Ps, PPEs and BHEL issued materials. Consumables like diesel, cotton, grease, oil, paint, admixtures and other fire potential materials should be stored separately with suitable firefighting facility.

Fire capacity of store area to be assessed and accordingly fire extinguishers shall be planned suiting the class and capacity of fire. Sand heaps may also be stacked in open store yards suitably to use in case of fires.

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5. Site Safety

a. Induction and others safety trainings

Every sub-contractor shall make arrangement to provide induction training as per BHEL and/or customer requirement on a pre-approved and fixed module to all its new inductees irrespective of class or grade of appointment/hire. He shall also arrange the required facilities for induction training such as board, marker, dummy, posters/banners with all the mandatory PPEs.

Sub-contractor shall also arrange for periodic trainings on fire-fighting, first aid, CPR, importance and use of PPEs, electrical safety, hot work safety, Height work safety, confined space, deep excavations and barricading, concreting work safety etc.

b. Appointment of Safety Officer/Supervisor

Every sub-contractor shall appoint full time **safety officer(s)** as per **Schedule VIII of BOCW Act-1996**. The safety officer so appointed, shall not be assigned any duty/work other than assisting in fulfilment of legal and contractual obligations at site. He shall perform his duties in line to meet the requirements of TBG HSE MANAGEMENT SYSTEMS, such as ensuring daily TBT, conducting induction and other HSE training and awareness programs, organising HSE campaigns, health check-ups, periodic mock drills, reporting & record keeping and other such compliances as per **HSE Plan for Site Operation (TBG/HSEP-14)** on regular basis. **(Rev-01), (Rev-02)**

c. Safety organisation, Safety committees and meetings


Safety officer shall report directly to the head of the projects of the sub-contractor management. There shall be some appointed or nominated **safety stewards** from each sub-group like shuttering, bar-bending, concreting, brick work, material handling, structure erection, cable laying, pipe work, maintenance, batching plant, housekeeping, etc.

A **safety committee** shall be formed including members from different agencies, BHEL and customer covering at-least 50% participation from workers. Safety committee shall meet on weekly basis or as may be decided by customer, outcomes shall be complied as committed.

d. Personal Protective Equipment.

Unless mentioned otherwise, there will be three mandatory PPEs- Safety shoes, Safety Helmet and Reflective jackets conforming to relevant IS codes as mentioned above. Every person entering in the project premises shall use above mandatory PPEs.

There will be other PPEs too, based on the work requirement like: Twin lanyard full body harness, fall arresters and life lines for height workers, Face shield for welders and grinders, Induction helmets and Electrical resistant shoes with FRP/PVC toe for electricians and commissioning engineers, Gum boots for concrete workers and manual excavators, Goggle for gas cutters and grinders, Aprons for welders, shoulder pads for material handlers, Hand gloves – Leather for binders/welders/grinders, certified Rubber gloves for electricians, PVC for concrete/cement

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handlers, cotton-housekeeping team/brick coolies/erectors, cable laying men and other material handlers. Dust mask for cement handlers.

e. Material Handling

BHEL as a policy discourages continuous manual handling. Material handling contributes a major portion in the project and hence proper means (mechanical/ electrical powered) should be deployed appropriately for this work. Cranes/Faranas/hydras should not be used for material transportation for long distances(>100m), if such movement is un-avoidable, it must be accompanied by a trained signal man. Long materials should be guided by tagline. Roads for material movement should be free from obstructions. Lifting appliances must be in good condition and must have test/inspection certificates.

Lifting tackles like- D-shackles, chains, ropes, slings, belts shall be periodically inspected and shall have valid test certificate and/or third-party inspection certificates.

Painted/galvanized structures/materials to be lifted by adequate capacity nylon belts only.

If a machine undergoes a major maintenance, fresh TPI shall be required before use. Hydraulic/pneumatic machines shall be free from leakages. Daily checklist to be filled and witnessed by the concerned supervisor before start of the work.

f. Vehicle/Machinery Documents and other safety requirements

- **Crawler mounted boom cranes/Tyre mounted telescopic cranes/tower cranes**
 1. Valid third-party inspection certificate.
 2. Valid Insurance policy
 3. Registration Certificate (if applicable)
 4. Valid Pollution under control (PUC) (if applicable)
 5. Fitness certificate from RTO (if applicable)
 6. Operator's valid license, experience and/or competence certificate.
 7. Swing horn
 8. Reverse horn
 9. Boom aviation light
 10. Approved Load chart (inside cabin)
 11. Fire extinguisher (inside cabin)
 12. First aid kit (inside cabin)
 13. Boom angle indicator
 14. Hook Latch
 15. Reflector strips on around cabin and on boom
- **Loader backhoe (JCB), crawler excavators (Poclain), Hydra,**
 1. Valid third-party inspection certificate.
 2. Valid Insurance policy
 3. Registration Certificate (if applicable)
 4. Valid Pollution under control (PUC) (if applicable)

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5. Fitness certificate from RTO (if applicable)
6. Operator's valid commercial license, experience and/or competence certificate.
7. Reverse horn
8. Approved Load chart (inside cabin) (Hydra)
9. Fire extinguisher (inside cabin)
10. First aid kit (inside cabin)
11. Hook Latch (Hydra)
12. Reflector strips on around cabin and on boom

- **Tipper, Transit mixtures (TM), Self-loading concrete mixture (Ajax Fiori), Tractors**

1. Valid third-party inspection certificate.
2. Valid Insurance policy
3. Registration Certificate
4. Valid Pollution under control (PUC)
5. Fitness certificate from RTO
6. Operator's valid commercial Heavy license, experience and/or competence certificate.
7. Reverse horn
8. Fire extinguisher (inside cabin)
9. First aid kit (inside cabin)
10. Reflector strips on around cabin and on body


Note: 1. Tractors may be allowed with Light Commercial/non-commercial license on customer's consent.

- **Cars, Taxis, scooters, motor cycles and other public carriers**

- Valid 2/4-wheeler license (as applicable- commercial/non-commercial)
- Registration Challan
- Valid Insurance
- Pollution under control

g. Man-lifts (Cherry pickers), Scissors Lifts

1. Trained operator with experience/competence certificate and license
2. Valid third-party inspection certificate.
3. Valid Insurance policy
4. Registration Certificate (if applicable)
5. Valid Pollution under control (PUC) (if applicable)
6. Swing horn
7. Reverse horn
8. Boom aviation light
9. Fire extinguisher (inside cabin)
10. First aid kit (inside cabin)
11. Reflector strips on around cabin and on boom

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Note:

1. No one shall ride man-lift bucket without safety belt, safety shoes, helmet and reflective jacket.
2. Not more than 3 persons at a time will board in bucket of man-lift (without any heavy materials) including operator.
3. Operator will not leave the machine while persons are elevated and working.
4. No one other than the authorised operator will operate the man lifts/Scissors lifts.

h. Excavation

Prior permission/clearance from customer is a must for excavations in areas where underground service services such as gas/water/oil/chemical/electrical lines may be routed. Due precautions shall be taken during excavation in such area. Excavations near water bodies (ponds/canals etc.) shall be done with sand/soil bags ready to plug water from accidental damaged/burst of edges. All the excavations shall be done by either step cutting (min. 600mm step at every 1.5m depth) or slope cutting at 1:2(X:Y axis) (or greater depending upon the soil condition). Where step cutting/slope cutting is not possible due to space constraints, shoring/shuttering or sheet piling to be used to check collapse of soil.

Excavated soil shall be stacked away from edge of the pit, at-least 1.5 meters or half of the depth whichever is higher. Height of the stack shall not exceed 2m in height.

Ramps shall be provided for access of the workers in large pits and ladder of metal/good built for small pits. Ladders shall be of sufficient length protruding at least 1m above the ground level.


Pumps of adequate capacity shall be available for pumping out of water. No lone worker shall be allowed to work in any excavation. Overloaded vehicle shall not be allowed near excavated pits.

i. Bar bending and Binding

Bar bending machine shall be installed under shed/roof. It shall be properly earthed and maintained for operation. Housekeeping of the area shall be team's responsibility on daily basis. All the bar benders shall be given hand gloves (leather/cotton) in addition to mandatory PPEs. Scrap shall be segregated and moved to scrap yard on regular basis. Bar bending station shall be located away from Main plying roads/passages. The station shall be well illuminated, shall have a maintained first aid kit and potable water. Station shall be located in such a way that the movement of the material be minimised.

j. Concreting

No electric vibrators shall be allowed to use. All the concrete workers shall be issued gum boots, safety helmets, reflective jackets and PVC hand gloves. Free fall of concrete from chute shall not exceed 1m in height. Heavy machineries/ vehicles shall be kept at least 2m away from the edge. Emergency vehicle shall be available near concreting work. Late night works shall be avoided, if it is unavoidable, a prior permission from BHEL/Customer is mandatory.

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k. Welding, Gas Cutting & other hot works

Welding: Only experienced welders should be deployed for welding jobs. Welders shall be provided with apron, hand gloves, arm pads, leg pads, face shield and safety shoes. Welding leads shall be joint less and insulated. Power input point shall be fully covered at machine.

Gas cutting: If LPG is being used, domestic cylinder is strictly prohibited inside the project premises, (not allowed for site kitchen too). Hose pipes shall be in good condition without cracks, cuts, punctures or joints. Ends should be clamped with worm clamps. Dial gauges shall be of good quality and duly calibrated. Flash back arresters is a must for both oxygen/acetylene or LPG/Oxygen combination. Cylinders shall be stored, transported and used in vertical position only. When not in use, they shall be capped. Empty and filled cylinders to be stored separately with distinct marking.

Cylinders shall neither be rolled on the ground nor thrown during loading/unloading.


Grinding: Grinder shall be given clear glass face shield, apron, safety shoes, ear muffs and hand gloves. Grinder machines shall have wheel guard. Plug tops to be used for power connection preferably three wire type. Only trained persons shall be allowed to use grinders, abrasive cutters. Electrical connection shall be free from cuts, joints etc.

l. Erection & Height Work

Only trained filters and experienced helpers shall be engaged in erection work. Step bolts of lattice towers shall be checked for full tightness with spring washers before use. Height pass shall be issued to the identified group of erectors who have passed medical test and have working experience at height. Name of such workers shall be displayed at appropriate place. These workers only shall be allowed to work at height. Height work shall not be permitted in high wind/bad weather condition, during raining or in night/dark.

m. Electrical Safety

BHEL usually provided single point power source and sub-contractors draw power from there. Otherwise agencies make their own arrangement for construction power like DG sets etc. Sub-contractors shall submit their load requirement (amperage & phase) to BHEL before start of work. Accordingly, they shall make arrangements to draw power and distribution arrangements too in a safe way. MCCBs and HRC fuses to be put in circuit for short circuit and overload protections and RCCBs of 30mA sensitivity to be put at each distribution panel for human safety. Earthing pits shall be installed at each distribution point and maintained below three Ohm resistivity which shall be inspected randomly. The distribution points shall be clean, free from vegetation and water logging, easily accessible and covered/protected from three sides and top for rain. Earthing of DBs shall be done by 25x3mm GI flats connected from proper earth pits. Insulation mat, PVC Sheet/Wooden plank to be placed before DBs as platform. DB Sheds shall be legibly marked with name of agency, contact no of electrician and SLD of that DB. Only industrial plugs and sockets shall be allowed. Three wire (Phase, neutral and earth) system shall be used for tools, lights and machineries and two wire power draws shall be strictly prohibited. PTW and LOTO system shall be maintained to work on LT system. Name and contact no of authorised electricians who will be responsible of electrical power facility maintenance shall be submitted to BHEL by Agencies. Unauthorised sharing of power from one agency to other is strictly prohibited. Electricians shall use standard PPEs and insulated

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tools only. Standard and tested/certified discharge rods to be used in the areas where there is a possibility of residual current or induction charge. The induction rod to be connected to the earth first and removed in the last. Induction helmets only to be used in the charged area. Electricians to be provided with electrical resistant safety shoes having FRP/PVC toe.

n. Dust Gases and fumes

Sub-contractor shall make arrangements to avoid accumulation of dust fumes and gases. Cement handlers inside store or at batching plant and gravel spreader shall be given effective nose masks and jaggery (at least 200g per person per day). DG sets and other machineries like cranes excavators etc. shall have valid and effective PUC certificate and shall have maintained engine with silencer. No IC engine operated machine shall be used in confined and covered area like hall, sheds, store etc. where accumulation due to lack of ventilation can increase to harmful levels. Dedicated arrangements (tanker or tractor with sprinkler) shall be made by the sub-contractors (individual or jointly) to continuously subside the dusts arising out of the movement of the vehicle's roads/passages. Welding activities near roof accumulates harmful gases. Welders in such positions shall be provided with effective masks conforming to IS standards.

o. Vehicular Traffic

Speed limits defined within the premises shall strictly be followed by the drivers/commuters of construction as well as other vehicles.

Every construction machinery, man-lift shall display the name, contact no and passport size photograph of the authorised operator (There can be one or more authorised operators).

No one other than operator and co-operator shall sit inside the cabin of any construction machine while it is working.

Construction machineries (tractor, trucks, tippers, JCBs, hydra, Fassi cranes etc. shall never be used as mode of public transport. Machineries like Ajax Fiori and hydra shall not be driven in back direction except for small distances. No overloaded vehicle shall be permitted entry in the project premises.

Over speeding shall be reported and driver/operator shall be barred from entry or shall be penalised.


Drunken drivers shall be barred from entry in the project.

Carrying harmful weapons like knives (>6"), guns etc. shall permanently disqualify the person from entry in project premises.

p. Barricading and floor openings

Every pit deeper than 4 feet (1.2m) shall be barricaded immediately after excavation and will remain barricaded till backfilling.

Pits/trenches drains near roads, passages whether temporary or permanent shall be hard barricaded and well illuminated. Roof edges and openings shall be strictly hard barricaded and illuminated. Height works like masonry works, structure erection, erection by cranes, Lattice tower/beam erection areas shall be barricaded to restrict entry. Areas under charging/commissioning shall be barricaded and caution boards shall be displayed on newly charged areas.

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q. Scaffold & Ladder

No bamboo/wooden scaffold shall be allowed to be used. Only tubular steel scaffolds with couplers conforming to the relevant IS codes shall be allowed with base plates. Standard steel or wooden planks to be used as platforms and no packing materials shall be used. All the platforms shall be built with provisions of **top rail at 1m height, mid rail at 0.5m height and toe boards of min 6" height** at floor level. Minimum width of platform shall be 900mm and if wheel barrow is to be used then 1200mm. Means of access to be provided in the form of ladders, ramps or staircase. Multilevel work platforms or those platforms having passage underneath shall be provided with safety net, screen or canopy at each level for protection from falling objects. Platforms shall be free from concrete, debris or other materials. Platforms shall not extend out of the putlogs and shall be secured and fastened. Decking shall be made non-skidding.

Scaffolds under erection shall be tagged **"RED"**, under repair/maintenance/inspection shall be tagged **"YELLOW"** and ready for use shall be tagged **"GREEN"**

Only metal ladders in the construction site and FRP ladders in charged areas shall be allowed. Ladders made from packing materials shall not be used. Ladders shall be securely fixed at bottom, top and long ladders at middle points too at an interval not more than 2400mm and must have a landing at every 6m. Inclination angle should be approximately 1:4 (X:Y) or 75deg. Ladder must extend at least 1m above the platform/access area. Gap between two rungs shall not exceed 300mm. Portable ladder should not be more than 4m in length. Minimum width of the ladder shall not be less than 300mm.

Use of Mobile aluminium scaffold is preferably advisable for erection of transformers/reactors.

r. Illumination


The sub-contractor shall ensure that the areas such as work stations, buildings, batching plants, passages/roads, stores, rest areas, power sources, staircases etc. are illuminated sufficiently to make safe work conditions at site and shall not be less than the relevant IS standards. Excavations/ below ground level structures near passages/roads shall also be sufficiently illuminated.

s. Safety banners/posters, caution boards

Sub-contractors shall display boards and banners in sufficient quantity having safety signs, slogans, important messages, pictures, cautions at prominent locations to promote safety and spread awareness for important precautions such as "Deep Excavation Ahead", "Speed Limit", "Charged Area", "Do not operate", "Hard hat area", "No smoking Zone" etc. Boards containing messages of Emergency contacts, First aid facility, rates of minimum wages, working hours, rest day etc. should be displayed at specific areas.

t. Waste management and disposal

Sub-contractor shall make suitable and effective arrangement to remove waste material from site on regular basis and store them in an identified and safe location. Disposal of wastes shall also be done as per manufacturer's instructions or as per the guidelines laid by legal authorities. Re-bars, Cement bags, packing material (wooden/metal/plastic/paper), paint, oil, grease, cables (armour, sheathing, insulation),

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civil debris, metal chips, GI sheet scraps, batteries etc. are the common waste materials. Sub-contractor shall arrange disposal of the hazardous wastes/materials in conformance to the legal and contractual requirements only.

u. Inspection of PPEs, T&Ps, Machineries and lifting appliances

All the PPEs, T&P and lifting appliances purchased newly by sub-contractors shall have test certificates which shall be submitted to BHEL office periodically or on demand. There shall be at least monthly joint inspection schedule for inspection of healthiness of all the PPEs, T&Ps and lifting appliances. All the lifting appliances shall be tested and examined by a competent person before taking into use for the first time or after it has undergone any alterations or repairs liable to affect its strength or stability

and also once at least in every twelve months. To confirm quality of the PPEs as per the relevant IS codes, BHEL may ask sub-contractors to get any or all types of PPEs tested through NABL approved lab as per relevant IS codes. At any stage, the 100% cost of such tests shall be in the scope of respective sub-contractors.

v. Cable Laying


Sub-contractor shall ensure cable trenches free from water, mud, debris, snakes, Scorpios, lizards before start of the work in trenches. Cable drum rollers shall be used to pull cables out of drums to avoid twisting of cables. Hand gloves, Safety shoes/gum boots, reflective jackets, safety helmets shall be provided to the workers. Cable laying area shall be well illuminated.

w. Fire Protection

Every sub-contractor has to maintain their working area, store and office area free from bushes. Stacking of flammable materials like wood, paper, plastic, paint, oil, grease, fuel, cotton, gases etc. at isolated place disconnected from other storage and office areas. Adequate arrangements of firefighting means like suitable extinguishers, fire/water buckets, water tanks, sand dunes etc. shall be made by the agency depending upon the fire capacity assessed or as per MSDS. Fire drills and trainings on how to operate fire extinguishers and how to react in case of fire breakouts shall be the part of regular training program. Guards and store persons must be a regular participant of such training programs. A list of trained firefighting persons and periodicity of such training programs shall be submitted to BHEL by every agency and same to be adhered. Sufficient number of fire extinguishers with suitable class shall be placed at such locations where there can be fire hazard like stores, pantry, office, DG set, electrical distribution panels etc.

x. Fencing of exposed rotating parts

Exposed rotating parts poses great threat to the person in vicinity. Such parts need to be fenced/covered. Guards are mandatory of grinders, abrasive cutters. Flywheels of the engines of heavy machines, Diesel engines, DG sets need to be covered. Electric winch machines, pulleys, chains, shafts, exhaust fans at reachable height, table fans, need to be caged/fenced. Such fencing/guard shall not be removed while machinery is in operation.

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y. Emergency preparedness response plan and periodic mock drills.

Sub-contractor shall comply JSA (Job Safety Analysis) and arrange to mitigate the effects of identified possible hazards. He shall also define following in response to emergency preparedness:

An emergency assembly point and put a board of the same with information to all in induction training.

Have facility of ambulance or tie-up with nearest hospital for service in minimum possible time (Max-30min) if there is not ambulance inside the premises.

Ensure availability of emergency vehicle with driver all the time at site during work.

Conduct mock-drills on possible risks like electrocution, fall from height, fire, heat stroke etc., record responses and take photographs to submit in BHEL office. Stretchers availability in emergency vehicle or at work place should be well accessible. Provide fire extinguishers of right type at right place in right quantity with information to all. Display emergency contact nos. to various risk locations and at office, service building or at major work locations. Provide first aid training by doctors for and display names of such trained first aiders and fire fighters. Rescue kit with trained staff or man lift or both to rescue a man hanging by safety belt at height. Provide running water tap near chemical storage and handling points. Agencies shall follow emergency response plan prepared by BHEL in each area of work, store and office.

z. Safety reports & Reporting of accidents

BHEL will provide “formats and checklists” for the purpose of records/documents pertaining to the compliance of aforesaid clauses. Agencies shall be responsible for strict adherence and compliance for timely generation and fill-up of the checklists and reports. These shall be submitted on weekly and monthly basis as specified in the formats.

Agency shall also promote such an environment that the near misses, incidents and accidents are reported by every person, whosoever witnesses them. These shall help in analysing the trend and taking measures in reducing/stopping the accidents/incidents. Initial reporting can be in any form-by call, SMS, WhatsApp, e-mail, letter etc.

Major and fatal accidents or high potential incidents shall be investigated for root cause and outcomes shall be immediately implemented to check recurrences.


6. General conditions and penalty clauses

Following are the general conditions:

PPEs shall not only bear the ISI mark but also be conforming to the required standards, 100% compliance of the PPEs is mandatory.

Over speeding of vehicles shall attract penalty/notice and recurrence will attract debarring from entry into project premises.

Hiding of facts like incidents, accidents, fake/forged reports/certificates shall also attract penalty/ notice or both. Only approved third party agencies shall be allowed to inspect the machines, T&Ps. Reports shall directly be sent to BHEL/customers by the third parties.

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Insurance and TPIs to be renewed before expiry. Machines, T&Ps shall not be allowed to work if renewal delayed. Continuity of WC policy to be maintained religiously by the respective agencies.

Agency shall submit the status report of his labour license, BOCW registration, WC Policy, insurance & TPI validity on monthly basis with list of machineries and T&Ps


Sub-contractors shall also maintain a buffer stock of all the PPEs in at least 20% excess to the present strength of the work force.

If construction power is not drawn as per the guidelines laid in clause no. 5(m), given above, BHEL may take-up this work at the risk and cost of the agency and/or may withhold a sum of min. Rs. 50,000/- (Rs. Fifty Thousand) or more as the site in-charge deems fit till the system is aligned as per aforesaid requirement.

Agencies shall be responsible for the compliance of the above requirements. Failure in one or more clauses/area shall attract a notice or monitory penalty or a combination of above.

Monitory penalty will be

- Rs. 1000/- per person/incident per day for non-conformity in above areas.
- A Major/severe accident shall attract a penalty of Rs. 2,00,000/- per head
- Fatality or permanent disability with total loss of earning capacity, if any, will attract a penalty of Rs. 5,00,000/- (Rs. Five Lakh).
- Further fatality/permanent disability shall attract double the last penalty imposed on the agency.
- Above penalties are exclusive of medical expenses of the victim or compensation to the family through insurance policy (WC Policy or group insurance).
- **Penalties imposed by customer shall be fully transferable to the sub-contractor. In the event of above cases, penalties shall be imposed whichever will be higher.**
- Evaluation of agency's performance on HSE compliance shall be done as per BHEL guide lines/system.

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Revision History

Revision Date	Revision No.	Old Text	New Text	Reason	Revised by (with sign)
03.05.2019	00	N/A	Full Document	New Release	
12.10.2021	01	Nil	Attend HSE familiarization program at TBG-HQ with his site management team. This will be a half day long awareness session on HSE requirements and compliances which the agency is supposed to fulfil during contract execution at site. The session shall be taken by TBG HSE department on intimation by TBSM. (at page no. 5)	For better understanding of HSE requirements to agency. (HSE Review meeting dated 23.08.2021)	
12.10.2021	01	Edition	Inclusion of penalty provisions in case of non-deployment of safety person(page-8)	Introduction of HSEP-14	
17.01.2024	02	Edition	Appointment and duties of qualified safety officer (Page-8)	As per BOCW 1996	

-:End of Document:-

TERMS & CONDITIONS OF CONTRACT FOR TESTING & COMMISSIONING WORKS

The following terms and conditions shall form a part of the tender document.

A. Condition of Contract for TESTING & COMMISSIONING WORKS:

A.1. GENERAL INSTRUCTION

- A.1.1. **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.
- A.1.2. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., tenderer shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

A.2. PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- A.2.1. Bidders may please refer Cl no. 2 to Cl no. 3 of the Notice inviting tender.
- A.2.2. The tenders received after the specified time of their submission shall be treated as 'Late Tenders' and shall not be considered under any circumstances.
- A.2.3. Tenders shall be opened by the officers concerned of BHEL at the time, date and venue as specified in the tender enquiry. Tenderer or their authorized representative may witness the bid opening.
- A.2.4. The tenderer shall closely pursue all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- A.2.5. Before submission of offer, the tenderer is advised to inspect the work & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing 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 on any of these conditions/ resources.
- A.2.6. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof the information furnished shall be complete by itself.

- A.2.7. The tenderer shall quote the rates in English Language and international numerals. Total price offered should be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- A.2.8. The tenderer shall quote a percentage above/ below/At Par the rates shown in the “Bill of Quantities Cum Price Schedule (Annexure-I)” of subject tender.
- A.2.9. The quoted percentage will apply to the individual items of “Annexure-I i.e. Bill of Quantity Cum Price Schedule” uniformly.
- A.2.10. All entries in the tender shall either be typed or be written legibly in ink. Erasing and overwriting are not permitted and may render such tender liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.
- A.2.11. The tenderer must provide the registered e-mail of their registered office along with the addresses and authorised phone/mobile nos.

A.3. ADJUSTMENT PRICE DISCREPANCY (IES): - Not Applicable being e procurement.

A.4. EVALUATION OF TECHNICAL BIDS

A.4.1. 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.

A.4.2. In case the same qualifying experience is claimed by more than one bidder due to subletting of work by main contractor to subcontractor (s) then following conditions shall be applicable.

A.4.2.1. For labour + consumable contract without material and T&P:

Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.

A.4.2.2. For contract with complete scope i.e. with materials, T&P, labour and consumable:

- i) Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.
- ii) If the contractor offloads the labour and/or T&P portion only, benefit of work experience shall be given to the main contractor and not to the subcontractor who has executed only as labour supply contractor

The bidder's qualification shall be subject to submission of documentary proof. BHEL reserves the right to ask for further proofs including submission of TDS certificates/ for the said job.

A.4.3. In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates/ form 26AS /bills for the said job.

A.4.4. Credentials of all the bidders participating in open tender will be scrutinized thoroughly by the nominated committee w.r.t. the pre-qualifying requirement for the tender.

A.4.5. Details of qualifying work(s) executed by the bidder will be forwarded to the principle employer for verification of the work with respect to completion, commencement & completion date, scope and value of the work executed. Performance feedback of the bidder will also be sought from the principle employer.

A.4.6. BHEL may conduct onsite verification of at least one of the qualifying works to verify completion of the work and evaluate capability and performance of the bidder.

A.4.7. The bidder representative may be called for the discussion with the committee. His originals may be verified by the committee. In addition to above their organization chart and detailed list of manpower, tools & plants and technical capability may be discussed and ascertained by the committee.

A.5. EVALUATION OF PRICE BIDS

A.5.1. Price Bids of unqualified bidders shall not be opened.

A.5.2. The offers will be evaluated on the basis of total price basis (refer "BILL OF QUANTITY AND PRICE SCHEDULE) as shown in the price bid.

A.5.3. Reasons for rejection of the bid shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance of LOI /LOA from the successful bidder.

A.5.4. In case of electronic Reverse Auction, the unqualified bidders shall not be allowed to participate in reverse auction.

A.6. DOCUMENTS TO BE ENCLOSED:

Full information shall be given by the tenderer in respect of the following.

A.6.1. Tenders shall be signed by persons duly authorized/empowered to do so. An attested copy of the Power of Attorney to be submitted in all cases except where the sole proprietor is the signatory to the tender documents.

A.6.2. PERMANENT ACCOUNT NUMBER:

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company / Firm / Individual Partners, etc. shall be furnished along with tender.

A.6.3. AUDITED BALANCE SHEET AND INCOME TAX RETURN:

Copy of Audited Balance sheets and income tax return for last Five financial years (financial years as specified in PQR).

A.6.4. SOLVENCY CERTIFICATE:

If asked in NIT, bidder should submit solvency certificate (not older than 12 months from date of tender notification) issued by any scheduled bank.

A.6.5. DOCUMENT RELATED TO INCORPORATION OF BUSINESS ENTITY:

A.6.5.1. IN CASE OF INDIVIDUAL TENDERER:

His/her full name, address and place & nature of business.

A.6.5.2. IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners with address. A copy of the partnership deed/instrument of partnership duly certified by the Notary shall be enclosed.

A.6.5.3. IN CASE OF COMPANIES:

Date & place of registration including date of commencement certificate in case of Public Companies and the nature of business carried on by the company. Certified copies of Memorandum and Articles of Association are also to be furnished.

A.6.6. Offer forwarding letter over the letterhead.

A.6.7. *Declaration sheets (As per Prescribed format) over the letter head.*

A.6.8. *No Deviation certificates (As per Prescribed format) over the letterhead.*

A.6.9. GST Registration certificate: -

All the data required to be enclosed with the tender need to be furnished neatly typed, signed & stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proof wherever necessary also need to be enclosed.

A.7. **VALIDITY OF OFFER**

The rates in the Tender shall be kept valid for acceptance for a minimum period of **Four Months** from latest due date of offer submission (including extension(s), if any). In case BHEL (Bharat Heavy Electricals Limited) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

A.8. **REJECTION OF TENDER & OTHER CONDITIONS:**

A.8.1. The decision of 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 Tenderer as per NIT
- c) To award the work in part as per NIT
- d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

A.8.2. Conditional tenders, unsolicited tenders, containing abnormally low/ unworkable

rates & amounts, 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.

- A.8.3. 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 as per the required schedule in line with 'NIT'. The decision of BHEL will be final in this regard.
- A.8.4. In case of any adverse information is received concerning performance, capability or conduct of the tenderer after issue of tender enquiry or opening of tender or award of work, BHEL reserves the right to reject the offer at any stage as deemed fit.
- A.8.5. Offers with inadequate Tools & Plants, Manpower Deployment Plan, and Method Statement are liable for rejection.
- A.8.6. If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- A.8.7. BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- A.8.8. 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 moneys due.
- A.8.9. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing are liable to be rejected.
- A.8.10. 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 tender shall be informed to the fact as per specified format along with the offer, failing this, BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.
- A.8.11. The successful tenderer should not sub-contract the part or complete work detailed in the tender specifications without written permission of BHEL's Site In charge/ Sector Head. For this the contractor shall submit request application to site in charge supported by credentials (financial and technical) and resource mobilization schedule of such sub-contractor. Such request is to be considered in consultation with end user/ultimate customer (if applicable) and subject to satisfactory credentials, fund flow arrangement between them, HSE and other contractual and statutory

obligations. The tenderer is solely responsible to BHEL for the work awarded to him.

A.8.12. Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

A.8.13. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

A.9. **NO DEVIATIONS ARE ACCEPTABLE: -**

Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations from the specifications and / or tender conditions, **the price implication, if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope super-scribed "PRICE IMPLICATION FOR WITHDRAWAL OF DEVIATIONS".** No price implication for withdrawal of deviation shall be accepted at a later date, after opening of technical bid.

A.10. Consortium/ JV bidding is not allowed under this NIT.

B. EARNEST MONEY DEPOSIT

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

B.1. Mode of EMD deposit:

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

Mode of EMD deposit:

EMD can be submitted in any one of the following modes:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in tender document.
- iii) Banker's cheque/Pay order/Demand Draft, in favour of 'BHEL' and payable at New Delhi (Along with offer)
- iv) Fixed Deposit Receipt (FDR) issued by schedule Banks/Public Finance Institutions as defined in the companies ACT (FDR should be in the name of the contractor, a/c BHEL)
- v) Insurance Surety Bonds

In addition to above, the EMD amount in excess of Rs Two lakh may also 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.

For example: In case the EMD amount is Rs. 20,00,000/- and bidder want to submit EMD in form of BG then amount of Rs. 2,00,000/- atleast to be submitted in the form of modes mentioned in sl. No. i) to v) above and BG for balance Rs. 18,00,000/- can be submitted.

No other form of EMD remittance shall be acceptable to BHEL.

Note: The Submission of EMD is compulsory for subject tender. In case requisite Amount of EMD not submitted by the bidder along with offer or before technical bid opening, the offer shall not be considered for evaluation and the offer shall be rejected.

B.2. Forfeiture of EMD

EMD by the bidder will be forfeited as per NIT conditions, if

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

B.3. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant "Guidelines on Suspension of business dealing with Supplier/contractors" and forfeited/ released based on the action as determined under these guidelines.

B.4. In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

B.5. EMD shall not carry any interest.

B.6. EMD of successful bidder shall be retained as part of Security Deposit.

B.7. Bidders may please note that "One Time EMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as 'One Time EMD' with BHEL are also required to submit the requisite amount of EMD.

B.8. Exemption from submission of EMD is applicable for MSME bidders. Please refer clause no. Q (facilities provided to MSEs) for detail.

C. SECURITY DEPOSIT

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

C.1. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5% of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

C.2. Mode of Security deposit:

The security Deposit should be furnished **before start of the work** by the contractor.

"Bidders agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of Performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest”.

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of 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 for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL and duly discharged on the back.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).
- vi) Insurance Surety Bonds

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

C.3. Submission of Security Deposit:

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- ii) In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder
- iii) 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 it shall be recovered from payment/s due to the Contractor.
- iv) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.

C.4. The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

- C.5. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.
- C.6. 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 fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

C.7. Conditions for acceptance of bank guarantees

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

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

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks, a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors, the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.

C.8. RETURN OF SECURITY DEPOSIT:

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, and furnishes performance bond BG in the prescribed proforma, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor.

It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

D. Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL TOWER, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313)
CITY	NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

E. QUANTITY AND PRICE VARIATION-

The quantities indicated in "Bill of Quantity" attached with the tender are indicative only and individual quantity may vary up to any extent. Unit price will be firm and no price escalation is payable throughout the execution / extended period of the rate contract.

The total contract value is subject to variations depending upon the actual requirement. However, total executed value should not exceed beyond 10% of total contract value.

F. TAXES & DUTIES:

- F.1. All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- F.2. Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.
- F.3. The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- F.4. Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -

- (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
- (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.
- (iii) Contractor declaring such invoices in GSTR-1 and the same should be available to BHEL in the form GSTR -2A/ 2B electronically through GST portal.
- (iv) Confirmation of payment of GST thereon by contractor on GST portal.

F.5. The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.

F.6. Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.

F.7. TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.

F.8. New Taxes & duties (Introduced after tender opening date):

If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

G. PERIOD OF RATE CONTRACT:

The rate contract shall be valid for 2 years, effective from the date of issue of LOI. However, BHEL may renew the contract for a further three months/ or part thereof with mutual consent. BHEL shall reserve the right and option to effect premature termination of this rate contract at any point of time, if felt necessary without any financial implication on BHEL.

The contract shall be valid for the project sites where services of testing commissioning sought in the duration of the Rate contract.

A separate work order shall be issued for each particular project. The project specific BOQ shall be furnished to successful bidders on case to case basis. The contract value for each project specific case will be work out as per the rate contract.

H. ADDITIONAL EXPENDITURE AND LOSS/ DAMAGE:

In case any additional expenditure is incurred in the works arising out of the faulty execution of the works by the contractor, such additional expenditure shall be borne by the contractor.

If due to contractor's personnel carelessness, negligence, non-observance of safety precautions, damage to BHEL/its Customer's property and/or personnel should occur, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

I. PROTECTION OF WORK & INSURANCE

Contractor shall effectively protect his work, testing instruments, material from theft, damage or tempering at his own expenses till the work is finally taken over by the BHEL/Owner.

Contractor shall take insurance cover(s) to cover his testing instruments, Assets, workmen compensation and third party liability. The contractor shall make available the original insurance cover(s) to the Engineer for necessary verification before commencement of work.

J. TESTING ENGINEER/ MANPOWER AND INSTRUMENTS:

- J.1. On receipt of a specific work order and intimation of readiness of site and requirement of resources for testing, the contractor will depute his team of engineers/ technicians to site who will report to BHEL's testing engineers/ site in charge.
- J.2. Contractor has to depute qualified personnel to BHEL's site who will present their credentials/ licence/ certificates to BHEL's testing engineer/ Site Incharge.
- J.3. Commissioning team members shall not be allowed to be changed unless commissioning engineer/other staff are found incompetent & sick. Under such circumstances contractor has to supply replacement of engineer within 5 days. Contractor shall obtain prior permission from BHEL before releasing his manpower from site.
- J.4. Contractor's manpowers are expected to conduct themselves in most professional/ethical manner and must follow the directives given to them by BHEL's testing engineer/ site in charge.
- J.5. If during the currency of the work any member of contractor's team is found unqualified/ behaving in unethical / unacceptable/ working in non-professional ways then BHEL reserves the right to expel such person from site. In such cases contractor has to provide alternate manpower qualified for the work within 72 hours on receipt of such information/ notice by e-mail/ phone/ letter.
- J.6. In case alternate engineer/technician is not provided within stipulated time then the penalty equal to double the man hour rate given in contract BOQ will be imposed on the contractor.
- J.7. If such alternate manpower is not provided within the time required by BHEL/ its customer then BHEL reserves the right to call such manpower from alternate source at the risk & cost of the contractor.
- J.8. The contractor shall provide list of testing instruments to BHEL before the commencement of work at site. These testing instruments shall not be removed from site without the written permission of the owner/BHEL.

K. LAW GOVERNING THE CONTRACT & COURT JURISDICTION:

The Contract shall be governed by the Law for the time being enforce in the Republic of India. The Civil Court at New Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

L. RESPONSIBILITY OF THE CONTRACTOR

L.1. RESPONSIBILITY 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.

- L.1.1. The Contractor at all times during the currency of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- L.1.2. The contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc., such as : The payment of wages to, The Minimum Wages Act, The Workmen Compensation Act, The Employees Liability Act, The Industrial Dispute Act, The Employees Provident Fund Act, Employees State Insurance Scheme, The Contract Labour (Regulations & Abolition) Act 1970 and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the contract and having in force or jurisdiction at site. The Contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- L.1.3. The contractor, as required, will obtain independent license under the Contract Labour (Regulations and Abolition) Act 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.
- L.1.4. The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be Leviable on account of any of his operations connected with this contract. The contractor should be registered contractor under Sales/Works/ Commercial/Trade Tax of the concerned state. The contractor should have to get the contract registered immediately after award of works as per rules and regulations of the State Government. The contractor will apply for composite rate of Works Tax if allowed by the rules of the state. The contractor will file regular return as per rules of the state & will provide all information to BHEL which is required for assessment of Sales/Works Tax of the concerned project. In case BHEL is forced to make any of such payments, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- L.1.5. The Contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- L.1.6. 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 shall be the responsibility of the contractor to make good the losses or compensate them.
- L.1.7. All the properties/equipment/components of BHEL/its customer loaned with or without deposit, to the contractor, shall remain the properties of BHEL/its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be taken to in good condition unless notified to the contrary by the contractor within 48 Hrs. The Contractor shall return them in good conditions as and when required by BHEL/its customer. In case of non-return, loss, damage repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- L.1.8. It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability/possibility, BHEL/its customer's equipment and other materials may be made available to the contractor on payment of the hire charges as fixed by them, subject to the conditions laid down by BHEL/its Customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or Security Deposit in one instalment.
- L.1.9. The Contractor shall fully indemnify and keep indemnified BHEL/its customer against all claims of whatsoever nature arising during the course of execution of this contract.
- L.1.10. In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- L.1.11. Any delay in completion of works or non-achievement of periodical targets, due to

reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.

- L.1.12. The contractor shall execute the work under the conditions usual to such construction work and in conjunction with numerous other operations at site and proceed in a manner that shall help in the progress of work at site as a whole.
- L.1.13. The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, along with each Running Account Bill. Also, Contractor shall display wages paid by him as per The Minimum Wages Act.
- L.1.14. In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- L.1.15. No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- L.1.16. No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason any time.
- L.1.17. The contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems/disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- L.1.18. 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 instructions of the Engineers.
- L.1.19. The contractor shall furnish progress reports on work at regular intervals as required by the Engineer.

L.2. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- L.2.1. All safety rules and codes applied by BHEL/its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections 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 etc. and 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 the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- L.2.2. The contractor shall provide to its work force and ensure the use of required personal protective equipment as found necessary & as directed by the authorised BHEL officials in line with latest Amendments / Revisions of various Indian Standards.
 - i. Safety helmets conforming to IS-2925 : 1984.
 - ii. Safety belts conforming to IS-3521 : 1983.
 - iii. Safety shoes conforming to IS-1989 : 1978.

- iv. Eye and face protection devices conforming to IS-8520 : 1977 and IS-8940 : 1978.
 - v. Hand and body protection devices conforming to IS-2573 : 1975, IS-6994 : 1973, IS-8807 : 1978 and IS-8519 : 1977.
- L.2.3. All tools, tackles, fitting appliances, testing instruments, scaffolds, cradles, safety nets, ladders, equipment, etc. used by the contractor shall be of safe design and construction and maintained in good condition. However BHEL officials shall have the right to ban use of any of them or get them tested at their discretion.
All test & measuring instruments to be pre-calibrated through certifying agency before use.
All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the relevant requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out electrical works.
- L.2.4. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- L.2.5. The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 240 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 240 volts.
- L.2.6. Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosive Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- L.2.7. The contractor shall arrange at his cost appropriate illumination as required at all work spots for safe working, when natural day light may not be adequate for clear visibility.
- L.2.8. In case of a fatal or disabling injury/accident to any person at construction sites pertaining to this work, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor & recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- L.2.9. In case of any damage to property due to lapse by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor.
- L.2.10. In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- L.2.11. If contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving appropriate notice indicating the steps that would be taken by BHEL.
- L.2.12. The contractor shall submit report of all accidents, fires, property damaged &

dangerous occurrences connected with his area of work or caused due to his action/inaction, to the authorised BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence.

- L.2.13. During the course of construction, alteration or repairs scrap lumbers with protruding nails, sharp edges etc. and all other debris including combustibles scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- L.2.14. The contractor shall be responsible for the safe storage of his radioactive sources if same have been permitted to use.
- L.2.15. All contractor's supervisory personnel and sufficient number of workmen shall be trained for fire fighting and first aid duties and shall be assigned specific duties. Enough number of such trained personnel must be available during the tenure of the contract.
- L.2.16. Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with BHEL Engineer at site.
- L.2.17. If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the job.

M. Delay and Extension of Time of Terms & Conditions of Contract for Testing & Commissioning Work:

- M.1. If, in the opinion of the Engineer, the work is delayed
 - (i) by reason of abnormally bad weather, or
 - (ii) by reason of serious loss or damage by fire, or
 - (iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
 - (iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or
 - (v) By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.
- M.2. In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor:
 - a) Time extension without levy of LD in case it is found that delay is not attributable to the vendor
 - b) Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor.

- c) In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.

During provisional time extension period ORC/ PVC shall not be payable to the contractor. The Final Delay analysis shall be prepared on completion of the work. In case of delay is not attributable to contractor as per final delay analysis the ORC/ PVC shall be released along with the final bill without any interest charges attributable to BHEL.

In case of delay attributable to contractor, LD shall be deducted for that period in line with clause "Compensation/ LD/ Penalty for delay in execution" of conditions of contract and balance ORC/ PVC (if any) shall be released along with the final bill without any interest charges attributable to BHEL.

PVC/ ORC shall be governed by respective clauses in the NIT.

N. 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.

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.
In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

2. Breach of Contract, Remedies and Termination

- 2.1. BHEL shall notify the contractor by way of 14 days' notice to rectify/improve the breaches mentioned herein within the time prescribed in the said notice. If the contractor fails to rectify/improve the breaches with the stipulated time period, then terms of the contract shall be considered to have been breached. In that Case BHEL shall have the right to terminate the contract in any of the following breaches:
 - i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.

- iv) Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL in writing.
- v) Strike or Lockout declared is not settled within a period of one month.
- vi) Termination of Contract on account of any other reason (s) attributable to Contractor.
- vii) Assignment, transfer, subletting of Contract without BHEL's written permission.
- viii) Non-compliance to any contractual condition or any other default attributable to Contractor.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with respective clause of Liquidated Damages of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii) Let the value of executed work till the time of termination of contract = X
- iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv) Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v) LD shall be calculated in line with **Liquidated damages/Penalty** clause of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.2 Remedies in case of Breach of Contract is established:

In case of breach of contract is committed under Clause 2.1, amount equivalent to 10% of contract value shall be recovered in case of termination of contract by BHEL due to breach of contract by the contractor. This amount shall be recovered from security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies shall be pursued.

In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Sequence of recovery to be made in case of breach of contract is as below:

- (a) In case, the value of Security Deposit & Retention Amount, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor against the same contract etc.
- (b) Demand notice of 30 days for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- (c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be pursued for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery after serving a prior notice to the contractor intimating him about the amount to be recovered from this contract.

- ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor after serving a prior notice to the contractor intimating him about the amount to be recovered from this contract.
- iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

Note:

- 1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.
- 2) If tendering is done for the balance work, the defaulted contractor shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work. Defaulted Contractor will include:
 - a) In case defaulted contractor is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
 - b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.
- 2.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.
- 2.4 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.
- 2.5 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 fulfil any of his obligations in the following manner:
 - a) Recovery will include overhead of 5% for repeat instances of similar default;
 - b) With interest as mentioned elsewhere in the GCC for the amount for which recovery is not possible through the unpaid RA Bill available with BHEL.
- 2.6 While every endeavor will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

O. LIQUIDATED DAMAGES/PENALTY CLAUSE:

- O.1. If the tenderer fails to provide services within the initial mobilization period (07 days) fixed in the tender or as indicated in Work Order or at any time repudiates the contract then BHEL, without prejudice to any other right or remedy available to it under the contract, may at its discretion to recover from the tenderer, liquidated damages and not by way of penalty, a sum of ½ % (half percentage) of contract value of the individual work order per day of delay in mobilization, subject to ceiling of 10% of the contract value of the individual work order. Once the maximum limit of delay is reached (i.e. 20 days of delay) BHEL may consider termination of the contract and forfeiture of the Security deposit.

- O.2. If during the currency of the work any member of contractor's team is found unqualified/ behaving in unethical / unacceptable/ working in non-professional ways then BHEL reserves the right to expel such person from site. In such cases contractor has to provide alternate manpower qualified for the work within 72 hours on receipt of such information/ notice by e-mail/ phone/ letter. In case alternate engineer/technician is not provided within stipulated time then the penalty equal to double the item rate given in contract BOQ will be imposed on the contractor.
- O.3. The sum total of these recoveries under above clauses O.1 & O.2 shall be limited to maximum 15% of the contract value of the individual work.

P. PERFORMANCE MONITORING:

The Contractors performance shall be continuously monitored during execution of work at site.

In case of contractor's performance is found not satisfactory during the execution of work at site, BHEL may take alternate remedial measures and may not consider the contractor for further tenders, if the contractor performance is not improved in spite of opportunities given by BHEL.

Q. FACILITIES PROVIDED TO MSEs:

- (i) Following facilities shall be provided to MSEs
- a) MSEs shall be exempted from payment of earnest money (if any) at the time of tender submission. However, there is no exemption of security deposit submission. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- (ii) "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyam Registration Certificate or or EM-II certificate along with attested copy of a CA certificate applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

R. BOCW (TAXES, DUTIES & LEVIES):

	BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.
R.1	In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under: -

R.1.1	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
R.1.2	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
R.1.3	It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
R.1.4	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
R.1.5	The contractor shall, however ensure before deposit of any BOCW cess, that customer is not depositing the same in order to avoid excess deposit of cess.
R.1.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
R.1.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

S. TERMS OF PAYMENT:

- S.1. No Mobilization advance is payable.
- S.2. 90% payment against monthly progressive invoices duly certified by our commissioning Engineer at site/ site in charge.
- S.3. 10% against total commissioning of all the equipments and panel under scope of work and submission of test report and hand corrected as built drawings.
- S.4. 100% To & Fro train fare, air fare, luggage and portorage expenses, local transportation, accommodation charges and other charges applicable as per NIT shall be released along with 90% payment mentioned at Sl. no. S.2 above.

T. COMMUNICATION:

The Contractor will make his own arrangement for all his communication needs such as telephone, fax, internet etc

U. NO INTEREST PAYABLE TO CONTRACTOR:

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount

withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

V. CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://siddhi.bhel.in> only.

W. 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.

X. SETTLEMENT OF DISPUTE

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Contractor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to for resolution by the Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through Conciliation as per **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018**

X.1. Conciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018** to GCC- "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

X.1.1. Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018

The Parties the if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall means and include any dispute, difference,

question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the parties unable to settle mutually), arise inter-se the Parties, the same may, be refereed by either party to conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

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.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-A to this GCC.

The Annexure-A together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC."

X.2. ARBITRATION:

Any Dispute which is not resolved amicably by conciliation, as provided in **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018**, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Arbitration & Conciliation Act, 1996

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 **Model Conciliation Clause for Conducting Conciliation Proceedings Under the BHEL Conciliation Scheme, 2018** 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 to be adjudicated by Sole Arbitrator to be appointed by mutual consent of the parties from among the List of empanelled Arbitrators maintained by BHEL, in the following manner:

- a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the UNIT/ Power Sector Region, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim.
- b) BHEL, shall within 60 days from the receipt of such notice shall send a panel of at least three arbitrators from among its empanelled arbitrators or otherwise to the Contractor for choosing one among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from BHEL.
- c) Upon receipt of the consent from the Contractor, Head of the UNIT/Power Sector Region, BHEL shall appoint the sole arbitrator as short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by BHEL.
- d) In case, the contractor fails to inform its choice of name for appointment of sole arbitrator from the panel of at least three arbitrators sent by BHEL or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from BHEL, Head

of the UNIT/ Power Sector Region, BHEL shall appoint the sole arbitrator from among the three names sent to the contractor earlier.

- e) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for Head of the UNIT/Power Sector Region, BHEL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.
- f) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings and other incidental expenses. It is also term of the contract that the claimant shall bear the arbitrator fee, administrative expenses and cost for the claims and the Respondent shall bear the arbitrator fee, administrative expenses and cost for the counter claims.
- g) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under: i. 40% of the fees if the Pleadings are complete. ii. 60% of the fees if the Hearing has commenced. iii. 80% of the fees if the Hearing is concluded but the Award is yet to be passed. g. Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:
 - i. 40 % of the fees on Completion of Pleadings.
 - ii. 40% of the fees on Conclusion of the Final Hearing.
 - iii. 20% at the time when arbitrator notifies the date of final award.
- h) The seat and venue of Arbitration shall be New Delhi.
- i) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
- j) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time.
- k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- l) Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

X.3. 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 commercial contract(s) 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 & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

- Y. For MSMEs, at the time of submission of first RA bill, the subcontractor has to declare whether it is registered on RXIL portal and wishes to receive the proceeds through RXIL portal throughout the contract duration.**

Z. SPLITTING OF WORK :

Z.1. Splitting in case of three or more techno-commercially qualified bidders:

Splitting will be done between two (02) nos. of bidders with the quantity distribution in the nearest ratio of 60:40. 60% quantity shall be awarded to original L1 bidder. Thereafter, the lowest bidder (s) in the ranking shall be invited to match the original L1 price for the remaining 40% quantity. In case such lowest bidder fails to match the L1 price, the next higher bidder in ranking shall be invited to match the L1 price for 40% quantity and contract shall be awarded accordingly. In case no bidder accepts the L1 price for 40% quantity, then order for this 40% quantity will also be awarded to the original L1 bidder after his acceptance.

Z.2. Splitting in case of less than three techno-commercially qualified bidders:

No splitting shall be done and 100% Quantity shall be awarded to original L1 bidder.

AA. CONSEQUENCES OF CANCELLATION:

- AA.1. Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Contractor under the Contract, the Contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit as per relevant clauses.
- AA.2. In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

BB. INSURANCE:

- BB.1. BHEL/its customer shall arrange for insuring the project materials/properties of BHEL/its customer covering the risks during transit, storage, construction, erection and commissioning.
- BB.2. It shall be the sole responsibility of the Contractor to insure his workmen against risks of accident and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The Contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulations of BHEL/its client in the project area which are in force from time to time will have to be followed by the contractor.
- BB.3. If due to negligence and/or non-observance of safety and other precautions any accident/injury occurs to any other person/public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- BB.4. It shall be the responsibility of the contractor to provide security and insurance claim related information/reports, FIRs etc. for the equipment/material belonging to BHEL/its customer and handed over to the contractor for transportation/erection/ construction till these are taken over by BHEL after erection/construction or are returned to BHEL/its customer's store.
- BB.5. If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements, damage to BHEL/its Customer's property and/or personnel should occur, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

CC. STRIKES & LOCKOUTS:

- CC.1. The Contractor will be solely responsible for all disputes & other issues connected with his workmen. In the event of the contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or the lockout so declared is not settled within a period of one month, BHEL shall have the right to get the work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the Contractor.
- CC.2. For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL/its Customer.

DD. FORCE MAJEURE:

- DD.1. The following shall amount to force majeure conditions:-
Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Police Action, Revolution, Flood, Fire Cyclone, Earthquake, Epidemic and other similar causes over which the contractor has no control.
- DD.2. If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients / owner, provided that on the occurrence of any such contingency, the Contractor immediately reports to BHEL in writing the causes of delay. The Contractor shall not be eligible for any compensation on this account.

EE. VARIATIONS AND VALUATIONS:

EE.1. QUANTITIES:

The quantities set out in the Bill of Quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfilment of his obligations under the Contract.

EE.2. VARIATIONS:

- EE.2.1. The Engineer shall have power to make any variation of the form, quantity of the Works or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable shall have power to order the Contractor to do and Contractor shall do any of the following:-
- a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any such work.
 - c) Change the character or quality or kind of any such work.
 - d) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variation shall be taken into account in ascertaining the amount of the Contract Price.
 - e) Restrict the extent of work of any item covered under "Bill of Quantity".
- EE.2.2. Orders for Variations to be in writing. No such variation shall be made by the contractor without an order in writing of the Engineer provided that, no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceed in for being less than those stated in the Bill of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally the Contractor shall comply with such

order and any confirmation in writing of such verbal order given by the Engineer whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the contractor shall confirm in writing to the Engineer any verbal order of the Engineer and such confirmation shall not be contradicted in writing by the Engineer, it shall be deemed to be an order in writing by the Engineer.

FF. VALUATION OF VARIATIONS:

The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the Contract in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the Contract if in the opinion of the Engineer the same shall be applicable. If the contract shall not contain any rates applicable to the extra or additional work then suitable prices shall be derived from the nearest item of BOQ or arrived at from the actual cost of manpower utilised (the cost of T&P and testing equipment etc. are not to be taken into account for arriving at the rates of additional/extra works) plus 10% for contractor's OH and profit. The rates for manpower shall be as per the minimum wages applicable for the project area.

GG. POWER OF ENGINEER TO FIX RATES:

If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that in the opinion of the Engineer the rate or price contained in the Contract for any item of the Work is by reason of such omission or addition rendered unreasonable or inapplicable then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate of price as shall in his opinion be reasonable and proper having regard to the circumstances and the same shall be binding on the contractor. But under no circumstance the contractor shall suspend the work on the plea of non-settlement of rates falling under the clause or claim any compensation on that account.

HH. ISSUE OF NOTICE:

The contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.

II. USE OF LAND:

No land belonging to BHEL or its customer under temporary possessions of BHEL shall be occupied by the contractor without the written permission of BHEL.

JJ. COMMENCEMENT OF WORK:

- JJ.1. On receipt of intimation of readiness of site and requirement of resources for testing, contractor shall deploy his testing team within one week and submit his plan of action within ten days from receipt of intimation to site & TBTS Headquarter.
- JJ.2. If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion will have the right to cancel the Letter of Intent/work order/ Contract. His Earnest Money and/or Security Deposit will stand forfeited without any further

reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

- JJ.3. All the works shall be carried out under the direction and to the satisfaction of BHEL/Customer/Owner.
- JJ.4. The transported equipment, erected/constructed plant or work performed under the contract, as the case may be, shall be taken over when it has been completed in all respect and/or satisfactorily put into operation at site.

KK. GENERAL NOTES:

- KK.1. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

- KK.1.1. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 or its Authorised Officers or its Engineer or other Employees authorised to deal with any matters with which these persons are concerned.
- KK.1.2. "GENERAL MANAGER" shall mean the Officer in Administrative charge of the Contracting Unit of BHEL.
- KK.1.3. "ENGINEER" OR "ENGINEER-IN-CHARGE" shall mean Engineer deputed by BHEL. The term includes "Deputy General Manager, Construction Manager, Resident Engineer, Assistant Site Engineer of BHEL/at the site as well as the officers in charge at Head Office.
- KK.1.4. "SITE" shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this tender.
- KK.1.5. "CLIENTS OF BHEL" or "CUSTOMER/OWNER" shall mean the organisation to whom BHEL is responsible for this work.
- KK.1.6. "CONTRACTOR" or "ETC CONTRACTOR" shall mean the individual, firm or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns.
- KK.1.7. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer, the drawings, the Technical Specifications, the Special Specifications, if any, the tender documents and the Letter of Intent\Accepting Letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.
- KK.1.8. "GENERAL CONDITIONS OR CONTRACT" shall mean the "Instructions and Information for Tenderer and General Terms and Conditions" pertaining to the work detailed.
- KK.1.9. "TENDER SPECIFICATIONS" shall mean the Special Conditions, Technical Specifications, Appendices, Site Information and drawings pertaining to the work for which the tenderer are required to submit their offer. Individual Specification Numbers will be assigned to each technical specifications.
- KK.1.10. "TENDER DOCUMENTS" shall mean the General Terms and Conditions and Tender Specifications.
- KK.1.11. "LETTER OF INTENT" shall mean the intimation by a letter/telegram/telex/ fax 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 the terms and conditions of contract are applicable from this date.

- KK.1.12. "COMPLETION TIME" shall mean the period by date specified in the Letter of Intent/Work Order or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
- KK.1.13. "ZERO DATE" shall mean the planned commencement date of work under this tender and shall be date of issue of Letter of Intent.
- KK.1.14. "PLANT OR PROJECT OR SWITCHYARD" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- KK.1.15. "EQUIPMENT" shall mean all equipments, machineries, materials, structural, electrical and other components of the plant covered by the contract.
- KK.1.16. "TESTS" shall mean and include such test or tests to be carried out by 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 contracted work or part thereof.
- KK.1.17. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- KK.1.18. "WORK OR CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, civil and electrical works, erection, testing & commissioning of the equipment to the entire satisfaction of BHEL.
- KK.1.19. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- KK.1.20. "HEADINGS" The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation of construction thereof or the contract.
- KK.1.21. "MONTH" shall mean calendar month.
- KK.1.22. "WRITING" shall include any manuscript typewritten or printed statement under the signature or seal as the case may be.

LL. PVC Calause:- Not applicable.

MM. ORC Clause: Not applicable.

NN. Bonus clause: Not applicable.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 through its Unit at BHEL, Transmission Business Group, Noida (name of the Unit) having agreed to exempt _____ (Name of the Vendor / Contractor / Supplier) with its registered office at _____¹ (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____² valued at Rs.³ (Rupees) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.⁴ (Rupees only),

We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force up to and including _____⁵ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or

extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁴
- b) This Guarantee shall be valid up to⁵
- c) Unless the Bank is served a written claim or demand on or before⁶ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date _____ Day of _____
for _____(indicate the name of the Bank)_____

(Signature of Authorised signatory)

¹ ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
² DETAILS ABOUTTHE NOTICE OF AWARD/CONTRACTREFERENCE
³ CONTRACT VALUE
⁴ BG AMOUNTIN FIGURES AND WORDS
⁵ VALIDITY DATE (At least 3 months more than completion period)
⁶ DATE OF EXPIRY OF CLAIM PERIOD (At least 3 months more than the present date of validity of BG)

Notes:

- 1 The expiry of claim period shall be at least 3 months more than the validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
- 2 The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp

paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3 In Case of Bank Guarantees submitted by Foreign Vendors:

- a) **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b) **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2. In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP, NOIDA
Conditions of Contract for Testing & Commissioning Works

ANNEXURE - A

DETAILS OF WORK EXECUTED / BEING EXECUTED

A) WORK EXECUTED

SL. NO.	FINANCIAL YEAR	CUSTOMER	DESCRIPTION OF WORK	TOTAL ORDER VALUE	REMARKS

B) WORK BEING EXECUTED

SL. NO.	CUSTOMER	DESCRIPTION OF WORK	TOTAL VALUE	VALUE OF THE PORTION COMPLETED	ACTUAL START DATE	EXPECTED COMPLETION DATE	REMARKS

**(SIGNATURE OF TENDERER)
WITH STAMP**

BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP, NOIDA
Conditions of Contract for Testing & Commissioning Works

ANNEXURE -B

DECLARATION SHEET

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

(SIGNATURE OF TENDERER)
WITH STAMP

BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP, NOIDA
Conditions of Contract for Testing & Commissioning Works

ANNEXURE – C

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

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

- | | | | |
|-----|---|---|---------|
| 1. | Name & Address of the Tenderer | : | |
| 2. | Telegraphic/telex address | : | |
| 3. | Phone/Fax No. (Office) | : | |
| 4. | Name & designation of the official of the tenderer to whom all the references shall be made | : | |
| 5. | Tenderer's Proposal No. & date | : | |
| 6. | Whether EMD submitted (by cash/
Bank Guarantee/Bank Draft) | : | By..... |
| 7. | Validity of offer/rates quoted for four months from the date of opening of tender | : | Yes/No |
| 8. | Attested copy of power of attorney as per Clause-A.12.1 | : | Yes/No |
| 9. | Solvency Certificate submitted as per Clause-A.12.9 | : | Yes/No |
| 10. | Income Tax/Sales Tax Certificate submitted as per Clause-A.12.10 | : | Yes/No |
| 11. | Details of work executed/being executed as per Annexure-A | : | Yes/No |
| 12. | Declaration sheet as per Annexure-B | : | Yes/No |

Date

(SIGNATURE OF TENDERER)
WITH STAMP

WITNESS : (Signature with full particulars)

- 1.
- 2.

BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP, NOIDA
Conditions of Contract for Testing & Commissioning Works

ANNEXURE - D

CONTRACT AGREEMENT

CONTRACT NO. :
LETTER OF INTENT NO. :
WORK ORDER NO. :

1. The Contract Agreement entered into the day of, 20... (..... day oftwo thousand and.....) at New Delhi between M/S BHARAT HEAVY ELECTRICALS LIMITED, TRANSMISSION BUSINESS GROUP, Noida, having its Registered Office at BHEL House, Siri Fort, New Delhi - 110 049 (hereinafter called the FIRST PARTY which expression shall include their executors, administrators, successors and permitted assigns)

AND

M/S (hereinafter called the SECOND PARTY which expression shall include their executors, administrators, successors and permitted assigns).

2. And whereas the FIRST PARTY called for the offer for the work of..... as per approved specifications, drawings and quality plan at as per Tender Specification No....., dated
3. Whereas the SECOND PARTY submitted their offer No. dated against above.
4. Whereas the FIRST PARTY has accepted the offer referred to above & issued Letter of Intent No....., dt..... and also detailed Work Order No..... dt
5. Whereas the SECOND PARTY has agreed to work as Sub-Contractor of the FIRST PARTY on the conditions specified in the Tender Specifications at a contract price of Rs.....(Rupees.....)
6. Now, therefore it is hereby mutually agreed to by and between the parties hereto as under :
- a) The SECOND PARTY shall execute the works of at on the conditions specified in Tender Specifications of FIRST PARTY and Letter of Intent referred to herein before at a total contract price of Rs..... (Rupees)
- b) That the SECOND PARTY shall organise all activities and mobilisation of facilities so that the work specified herein before is completed byas per the time bound programme mentioned in the Tender Specifications.

BHARAT HEAVY ELECTRICALS LTD.
TRANSMISSION BUSINESS GROUP, NOIDA
Conditions of Contract for Testing & Commissioning Works

- c) That all disputes arising out of or relating to this agreement shall be referred to the sole Arbitrator as per arbitration clause mentioned in the Tender Specifications. The Arbitrator from time to time with the consent of the parties enlarge the time for making and publishing award without reference to the court for the purpose.
 - d) That the jurisdiction in all suits or claims arising out of this agreement shall be of New Delhi Courts only.
 - e) The Following documents shall form part of this agreement :-
 - i)
 - ii)
 - iii)
 - iv)
 - v)
 - vi)
7. Deviation Limit : As per special conditions of contract.
8. Terms of Payment : The terms of payment applicable to this contract shall be those covered under Point No.... of Work Order dt. and as per Tender Specifications.
9. Abandoning the work : In the event of the SECOND PARTY abandoning the work, FIRST PARTY reserves the right to get the unfinished work done at the risk and cost of the SECOND PARTY.
10. All other terms and conditions shall be as stipulated in the Tender Documents.
11. This contract agreement consists.... pages.

IT WITNESS WHEREOF, the parties have signed this agreement on the date, month and year first above written in presence of:

For and on Behalf of
(FIRST PARTY)

WITNESS (WITH ADDRESS)

For and on Behalf of
(SECOND PARTY)

- 1.
- 2.

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- On the date of signing of the Settlement agreement by the Parties; or,
 - By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date ____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

BILL OF QUANTITY CUM PRICE SCHEDULE (ANNEXURE-I)					
Name of the Work:- RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS					
Tender Specification No. : TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25, Date: 05.08.2024					
I.1. BILL OF QUANTITY FOR DOMESTIC PROJECTS					
A. Main Item					
Sl. No.	Description	Qty	Unit	Unit Rate	Amount
1	Team of Engineers (01 Sr.Engineer & 01 Engineer)	800	Per team days	₹ 5,200.00	₹ 41,60,000.00
2	Numerical relay testing Engineer	50	Per man days	₹ 5,600.00	₹ 2,80,000.00
3	Accomodation Chrages	800	Per day per team	₹ 2,000.00	₹ 16,00,000.00
4	Local Transport Charges	800	Per day per team	₹ 1,200.00	₹ 9,60,000.00
	Total Amount - Excluding GST				₹ 70,00,000.00
(a)					
Note:-					
1	The above charges should be inclusive of testing equipment like Digital Multimeter, Clamp meter,Megger,workman compulsory tool kit and General test equipments only.				
2	The above man day rate will be payable from the day contractor's Engineers leave from their office to our project site, till the day they return to office including the travel days, holidays (National) at site. Above man day rate shall be applicable for job carried out in weekly/ local holidays. If no work carried out on any weekdays/sundays no payment shall be applicable for that days.				
3	The prices to be quoted by bidder should be inclusive of all taxes & duties EXCEPT GST.				
4	The above mentioned quantites are only for evaluation purpose. The quantity may vary from -50 to +10% depending upon requirement.				
Sl.No.	Description	Unit			
A. Workman Compulsory Tool Kit (per team)					
1	Allen Key Set	1			
2	Screw driver Set	1			
3	Voltage Tester	1			
3	Continuty Tester	1			
4	Wire Stripper	1			
5	Crimper	1			
6	Banana clip	6			
7	Crocodile clip	6			
B. General Test Equipments		Unit			
1	Analog multimeter	1			
2	Digital multimeter	2			
3	Clamp on meter 0-2000A	1			
4	Leakage current meter (0-1A)	2			
5	Primary Injection Kit 2000A	1			
6	Variac(30A) 1 ph/ 3 ph	1			
7	Variac(8A) 1ph/3 ph	1			
8	Contact Resistance Measurement kit(100/200A)	1			
9	Three pole timer(0-999msec)	1			
10	Single pole timer(0-9999ms)	1			
11	Step up transformer(3/5KV)	1			
12	Secondary Injection Relay kit (0-12A)	1			
13	DC power pack (0-10A)	1			
14	Earth Resistance meter	1			
15	Transformer/Reactor Winding Resistance Kit	1			
16	Transformer Ratio test kit	1			
17	SF6 Gas leakage detector	1			
18	Dew point kit without gas pushback facility	1			
C. Special Test Instruments		Unit	Quantity	Unit Rate	Amount
1.a.	Testing of CB with CB Operational Analyser (with graphical result) with DCRM	Per Breaker (all poles)	80	₹ 20,000.00	₹ 16,00,000.00
1.b.	Testing of CB with CB Operational Analyser (with graphical result) with DCRM	Per Pole	20	₹ 0.00	₹ 0.00
2	Testing of CB with Operational Analyser (with graphical result) without DCRM	Per Breaker (all poles)	10	₹ 14,400.00	₹ 1,44,000.00
3	Testing with variable frequency Automatic Capacitance & Tan Delta test Kit with operator	Per Day (min. 24 points)	100	₹ 16,000.00	₹ 16,00,000.00
4	Automatic Relay Test kit Omicrom CMC 356 or equivalent	Per Day	200	₹ 12,000.00	₹ 24,00,000.00
5	Sweep Frequency Response Analysis (SFRA Kit+ Testing Operator)	Per Equipment (Reactor/ Transformer) with test report	30	₹ 16,000.00	₹ 4,80,000.00
6	Oil BDV kit	Per day	30	₹ 6,000.00	₹ 1,80,000.00
7	PPM test kit	Per day	30	₹ 8,000.00	₹ 2,40,000.00
8	On line particle test kit	Per Equipment (Reactor/ Transformer) with test report	30	₹ 12,000.00	₹ 3,60,000.00
9	Automatic CT testing Kit	Per Day	150	₹ 12,000.00	₹ 18,00,000.00
10	Dew point measurement kit with gas pushback facility	Per Day	50	₹ 8,000.00	₹ 4,00,000.00
11	SF6 gas purity analyser with gas pushback facility	Per Day	60	₹ 24,000.00	₹ 14,40,000.00
12	GIS isolator/Earth Switch timing measurement kit(0-3000ms)	Per Day	50	₹ 7,600.00	₹ 3,80,000.00
13	Battery Discahrging Resistor	Per Set	50	₹ 0.00	₹ 0.00
14	Hi-pot kit(60/75KV ac)	Per day	20	₹ 6,800.00	₹ 1,36,000.00
15	Thermo Vision Camera	Per day	15	₹ 16,000.00	₹ 2,40,000.00
16	Third harmonics current measurement kit	Per day	100	₹ 0.00	₹ 0.00
	Total Amount- Excluding GST				₹ 1,14,00,000.00
(b)					
Total Amount (I-1) (A. Main Item+ C. Special Test Instruments)- Excluding GST					₹ 1,84,00,000.00
(c)= (a) + (b)					
Note:					
1	Charges in respect of instrument specified at sl. No. 6,7,10,11,12,13,16 will be payable for days instruments are actually used at site.				
2	Above prices are inclusive of all taxes in India except GST				
3	BHEL will pay to & fro train fare (if levied) in respect of instruments				

BILL OF QUANTITY CUM PRICE SCHEDULE (ANNEXURE-I)					
Name of the Work:- RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS					
Tender Specification No. : TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25, Date: 05.08.2024					
I.2. BILL OF QUANTITY FOR OVERSEAS PROJECTS					
Sl. No.	Description	Qty	Unit	Unit Rate	Amount
1	Team of Engineers (01 Sr.Engineer & 01 Engineer)	50	Per team days	₹ 11,200.00	₹ 5,60,000.00
2	Numerical relay testing Engineer	25	Per man days	₹ 9,600.00	₹ 2,40,000.00
	Total Amount-Excluding GST				₹ 8,00,000.00
(d)					
NOTE:					
1	The above charges should be inclusive of testing equipment like Digital Multimeter, Clamp meter,Megger,workman compulsory tool kit and General test equipments only.				
2	The above man day rate will be payable from the day contractor's Engineers leave from their office to our project site, till the day they return to office including the travel days, holidays (National) at site. Above man day rate shall be applicable for job carried out in weekly/ local holidays. If no work carried out on any weekdays/sundays no payment shall be applicable for that days.				
3	The above mentioned quantites are only for evaluation purpose the quatity may be varies from -50 to +10% depending upon requirement.				
4	The prices to be quoted by bidder should be inclusive of all taxes & duties EXCEPT GST.				
5	Vendor will full responsible for carriage, dispatch, safety, insurance, custom clearance (if involved), carriage of documents etc. Any penalty charges (if levied) will be on vendor account. BHEL will pay custom duty if any (with prior approval of BHEL) for instruments etc. only if non-refundable.				
SI.No.	Description	Unit			
A. Workman Compulsory Tool Kit (per team)					
1	Allen Key Set	1			
2	Screw driver Set	1			
3	Voltage Tester	1			
3	Continuty Tester	1			
4	Wire Stripper	1			
5	Crimper	1			
6	Banana clip	6			
7	Crocodile clip	6			
B. General Test Equipments		Unit			
1	Analog multimeter	1			
2	Digital Multimeter	2			
3	Clamp on meter (0-3000A)	1			
4	Leakage current meter (0-1 A)	2			
5	Primary Injection kit 3000A	1			
6	Variac(8A) 1ph/3 ph	1			
7	Variac(30A) 1ph/3 ph				
8	Contact Resistance Measurement kit (200A DC)	1			
9	Three pole timer(0-999msec)	1			
10	Single pole timer(0-9999ms)	1			
11	Step up transformer(3/5KV)	1			
12	Secondary Injection Relay kit(10A)	1			
13	DC power pack (0-5A)	1			
14	Earth Resistance measurement kit	1			
15	Transformer/Reactor winding resistance kit	1			
16	Transformer ratio measurement kit	1			
17	SF6 gas leakage detector	1			
18	Dew point meter (without gas pushback facility	1			
C. Special Test Instruments		Unit	Quantity	Unit Rate	Amount
1	Testing of CB with CB Operational Analyser (with graphical result) with DCRM	Per Breaker (all poles)	4	₹ 33,600.00	₹ 1,34,400.00
2	Testing of CB with Operational Analyser without DCRM	Per Breaker (all poles)	2	₹ 28,000.00	₹ 56,000.00
3	Testing with variable frequency Automatic Capacitance & Tan Delta test Kit with operator	Per Day (min. 24 points)	6	₹ 28,000.00	₹ 1,68,000.00
4	Automatic Relay Test kit Omicrom CMC 356 or equivalent	Per Day	25	₹ 16,800.00	₹ 4,20,000.00
5	Sweep Frequency Response Analysis (SFRA Kit+ Testing Operator)	Per Equipment (Reactor/ Transformer) with test report	3	₹ 28,000.00	₹ 84,000.00
6	Oil BDV kit	Per day	7	₹ 8,000.00	₹ 56,000.00
7	PPM test kit	Per day	7	₹ 11,200.00	₹ 78,400.00
8	On line particle test kit	Per Equipment (Reactor/ Transformer) with test report	3	₹ 0.00	₹ 0.00
9	Automatic CT testing Kit	Per Day	7	₹ 16,800.00	₹ 1,17,600.00
10	Dew point measurement kit with gas pushback facility	Per Day	0	₹ 0.00	₹ 0.00
11	SF6 gas purity analyser with gas pushback facility	Per Day	0	₹ 0.00	₹ 0.00
12	GIS isolator/Earth Switch timing measurement kit(0-3000ms)	Per Day	0	₹ 0.00	₹ 0.00
13	Battery Discahrging Resistor	Per Set	0	₹ 0.00	₹ 0.00
14	Hi-pot kit(60/75KV ac)	Per day	0	₹ 0.00	₹ 0.00
15	Thermo Vision Camera	Per Day	0	₹ 0.00	₹ 0.00
	Total Amount - Excluding GST				₹ 11,14,400.00
Total Amount (I-2) (A. Main Item+ C. Special Test Instruments)- Excluding GST					₹ 19,14,400.00
(e)					
(f) = (d) + (e)					
NOTE:					
1	Charges in respect of instrument specified at sl. No. 6,7,10,11,12 will be payable for days instruments are actually used at site.				
2	Above prices are inclusive of all taxes in India except GST				
3	BHEL will pay to & fro train / Flight fare (if levied) in respect of instruments				
Grand Total Amount of I-1 & I-2 (Domestic & Overseas Projects)- Excluding GST					₹ 2,03,14,400.00
(c) + (f)					

Tender Inviting Authority: BHEL, TBG- SubContracting Department, Sector 62 Noida, UP

Name of Work: RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS

Contract No: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25, DATE 05.08.2024

Name of the Bidder/ Bidding Firm / Company :						
<div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Total amount as per rates in BOQ (as per Annexure-I) for "RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS."- Excluding GST	1.000	Lot	20314400.00	20314400.00	INR Two Crore Three Lakh Fourteen Thousand Four Hundred Only
Total in Figures					20314400.00	INR Two Crore Three Lakh Fourteen Thousand Four Hundred Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

SECTION 1

1.0.0 INTENT OF SPECIFICATION:

- 1.1.0 The purpose of this specification is to specify the requirements of Work contract to execute substation testing & commissioning work.

The contractor is to carryout testing & commissioning of EHV switchyard equipments and bays to the complete satisfaction of end customer. All necessary test equipments are required to be provided by the contractor and test reports of all tests carried out to be submitted. Various supporting documents as required shall also be prepared by the contractor. After bay charging "As Built" Scheme, cable schedule as per site modification shall have to be prepared by contractor and submitted to TBG, BHEL as per end customer's satisfaction.

The detailed scope of work is as mentioned in Clause 2.0.0. of the specifications.

- 1.2.0 The Testing Commissioning work for the following types of substations may be required to be performed by the contractor
- a) 765/400/220/132 kV Conventional Transmission / Generating Station Switchyard and Generator protection.
 - b) 765/400/220/132 kV Substation Automation System for Transmission / Generating Stations
 - c) 765/400/220/132/66/33 kV GIS System.
 - d) FACT Devices
 - e) HVDC system

Transmission Business Group, BHEL would execute the substations on turnkey basis.

- 1.3.0 The contract shall be on man day basis from project to project.

2.0.0 SCOPE:

The agency shall perform the following activities

The scope of works includes complete pre-commissioning tests and commissioning of complete Bays/ switchyard including all electrical equipments, switchgear panels, relay and control panels etc. at our various projects. The commissioning means charging of total system in a substation and interconnected equipment by power flow. The details of testing & commissioning works are as below:

Details of Testing & Commissioning Work

<u>S. No</u>	<u>Work Details</u>	<u>Reference Time Standard for Work Completion in days</u>
1	Review of cable schedules & issue of Cable Termination to ETC contractor	As per actual
2	Cable continuity testing and termination verification as per corrected cable schedule/scheme	As per actual
3	Battery Charger commissioning as per TBG ITR	2 per charger
4	Battery Charging as per TBG ITR	5 per Battery Bank
5	AC/DC Board commissioning as per TBG ITR	3
6	CT Testing (One Set i.e. 03 no.) as per TBG ITR	1
7	CVT Testing(One Set i.e. 03 no.) as per TBG ITR	1
8	Isolator with Earth Switches testing as per TBG ITR	1
9	CB testing as per TBG ITR	2
10	LA Testing (One Set i.e 03 no.) as per TBG ITR	0.5
11	Station earth resistance measurement	0.5
12	Thermal imaging of Bay & Bus connections	1
13	Panel Wiring checking	1.5 per panel
14	<u>Relay commissioning</u> *(with CB operation and CT injection)	
	i) <u>Distance Relay</u>	1.5
	ii) <u>Differential Relay</u>	1.5

	iii) <u>REF Relay</u>	0.5
	iv) <u>Over current Relay</u>	0.5
	v) <u>Breaker Fail Relay</u>	0.5
	vi) <u>Bus differential Relay</u>	2
	vii) <u>Generator Main Relay</u>	2
	viii) <u>100% Stator Earth Fault Relay</u>	1
	ix) <u>Rotor Earth Fault Relay</u>	0.5
	*Relay list is not exhaustive, indicative only.	
15	SCADA/SAS input output interfacing per bay	2
16	PLCC/DPC panel testing per feeder	2
17	Energy meter testing & commissioning	1
18	Relay networking inclusive of TSE, Protocol converters, Switches, HMIs etc.	3
19	Bay Commissioning inclusive of Local/Remote operation , interlock, Primary Injection, Secondary injection , stability testing etc as required by TBTS	5
20	SAS system commissioning per bay	2

3.0.0 CONTRACTOR'S RESPONSIBILITIES:

The contractor need to be qualified for the work and carry out all project work with due responsibilities. The following need be noted and complied with for the same:

3.1.0 Contractor has to keep experienced person in the area of EHV switchyard testing and commissioning with clear understanding of EHV switchyard working. They should have skill for EHV switchgear & control gear testing, Scheme checking etc. Also they should be conversant with necessary rules & regulations, standard requirements etc. In case of non conformances or faults, the persons engaged should be able to analyze and help resolve the issues. Contractor shall have valid electrical license,

supervisory license holder person and wireman permit holder technician to meet Indian Electricity Act requirement.

- 3.1.1 Contractor will furnish the details (experience, qualification etc) of all commissioning staffs (As per annexure-A) to be deployed by them and the commissioning tools and instruments available with the contractor for the work. Any addition of manpower should be intimated to TBTS with his experience and qualification before sending to TBTS site.
- 3.1.2 Contractor shall observe applicable safety norms while performing the tests. The latest revision of Indian Electricity Act & Indian Electricity rules shall be binding.

3.2.0 Deputation for Testing:

- 3.2.1 On receipt of intimation of readiness of site and requirement of resources for testing, contractor shall deploy his testing team within one week and submit his plan of action within ten days from receipt of intimation to Site & TBTS Headquarter.
- 3.2.2 Contractor shall arrange experienced testing engineers and his staff along with valid calibrated test instruments (Multi meter, Clamp meter, Megger and other test instrument) and tool kits in adequate quantity to meet targeted commissioning schedule.
- 3.2.3 In case Contractor fails to depute knowledgeable testing engineers or test instruments with required specification within allotted time, BHEL shall arrange them at the risk and cost of Contractor and the differential amount will be recovered from Contractor.
- 3.2.4 Contractor team's working time has to be matched with BHEL working time at site.

3.3.0 Documentation:

- 3.3.1 Compilation of following documents in a systematic manner to present to Customer to meet the contractual requirements.
 - (i) FQP and ITR (3 hard copies).
 - (ii) All the scheme drawing to be "greened" to ensure fault free DC circuit.
 - (iii) Non-conformities reports.
 - (iv) "As Built" scheme and cable schedule (3 hard copy sets).

- (v) Equipment and System commissioning Test report (3 hard copy sets)
- 3.3.2 Contractor shall submit one copy of Calibration certificate to BHEL site for each instrument before starting testing.
- 3.3.3 Contractor shall incorporate all corrections / changes (if any) in the scheme and get it approved from BHEL/ customer for release of as built drawing within one week of charging of a bay. BHEL shall coordinate with customer in this regard.
- 3.3.4 Contractor shall prepare and submit equipment and system commissioning test reports in the format provided by BHEL within one week of completion of testing of a bay irrespective of charging date.

4.0.0 FACILITIES TO BE PROVIDED BY BHEL

- 4.1.0 BHEL shall ensure availability of AC power for testing at one point.
- 4.2.0 BHEL shall issue one copy of ITR booklet (soft copy and hard copy) for recording, storing and approval of test conducted. These will be project specific containing ITR form for all types of equipment. Contractor shall multiply according to requirement.
- 4.3.0 BHEL shall arrange one copy of necessary scheme drawing, cable schedule, Instruction manuals & Factory test reports for facilitating testing and commissioning.
- 4.4.0 BHEL shall arrange gate pass / permit to work / necessary permission for Contractor's manpower & material.
- 4.5.0 BHEL shall reimburse to & fro train fare for engineers of testing & commissioning agency. Reimbursement of travel fare shall be limited to fare of AC 3-tier.
- 4.6.0 Luggage & porter expenses for transportation of testing equipment and instruments from vendor office and at Railway station to site/port (in case of overseas project) shall be reimbursed by BHEL against submission of documentary proof.
- 4.7.0 To & Fro local transportation for engineer / team of engineers shall be provided by BHEL. In case BHEL unable to provide the same, the rate offered by the contractor in the BOQ shall be payable.
- 4.8.0 BHEL shall provide free bachelor accommodation near the site of work for the stay of team of engineers. In case contractor is advised by BHEL to arrange their own accommodation, the change for the same shall be reimbursed as per the rate offered by the contractor in the BOQ.

- 4.9.0 BHEL shall reimburse to & fro fare for engineers of testing & commissioning agency. Reimbursement of travel fare shall be limited to fare of AC 3 tire for travel in India from vendor office to nearest railway station of the airport and economy class of low cost airlines for travel in abroad. Contractor will take prior approval along with their travel program from BHEL TBG.
- 4.10.0 BHEL shall reimburse travel charges or transportation charges for test instruments from Vendor HQ to site and vice versa upon producing travel documents. Any travel or transportation of Engineer or test instruments from another place other than HQ to site must be intimated and approved by BHEL TBG.
- 4.11.0 For North Eastern States or high altitude areas where rail or surface transport system is not readily available, prior approval from BHEL, TBG must be obtained for air travel of manpower and instruments through low cost airlines. The amount will be reimbursed after submission of valid travel documents. For hilly areas or in case of emergency (as intimated by BHEL TBG) man and material can be transported through hiring taxis or private vehicle. The amount will be reimbursed after submission of valid documents.
- 4.12.0 Inland transport in foreign location from airport to site will be arranged by BHEL.
- 4.13.0 BHEL shall provide free lodging, boarding (transit flat) and local transport for foreign sites.
- 4.14.0 Visa charges shall be reimbursed by BHEL at actual on submission of documentary proof.
- 4.15.0 All payments shall be made in Indian rupees only.
- 4.16.0 Security arrangement which is available for BHEL staff at site shall be provided to contractor's engineers also.
- 4.17.0 Insurance of their team and testing instruments and medical insurance of their team shall be in the scope of the contractor. BHEL will not be responsible for any consequences arise at any stage of execution of the job.
- 4.18.0 Vendor will full responsible for carriage, dispatch, safety, insurance, custom clearance (if involved), carriage of documents etc. Any penalty charges (if levied) will be on vendor account. BHEL will pay custom duty if any (with prior approval of BHEL) for instruments etc. only if non-refundable.

Annexure-1

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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


In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3, The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.



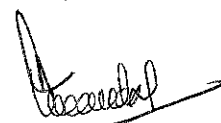
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

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



Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

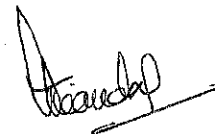
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

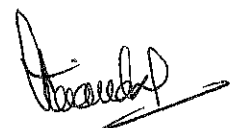
- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

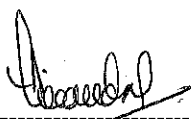
Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.



For & On behalf of the Principal
(Office Seal)

Place NOIDA(UP)
Date _____

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

FORMAT OF NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

REF:

Dated.....

**BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
5th Floor, BHEL SADAN,
Plot No- 25, Sector- 16A, Noida,
Distt. Gautambudh Nagar, UP-201301**

TENDER REF.: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25, DATE: 05.08.2024

SUB: TENDER FOR “RATE CONTRACT FOR HIRING OF EXTERNAL AGENCY FOR TESTING AND COMMISSIONING WORKS FOR VARIOUS DOMESTIC AND OVERSEAS PROJECTS OF TBG FOR TWO (02) YEARS”.

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

DECLARATION FOR RELATION IN BHEL

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

Ref:

Date.....

**To,
AGM/TBSM
Transmission Business Group,
Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida,
Distt. - Gautam Buddh Nagar, UP-201301**

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No.: TBSM/TESTING & COMMISSIONING/RC/TENDER/24-25, DATE: 05.08.2024

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

Tick (✓) any one as applicable:

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

OR

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

a)

b)

Signature of the Authorized Signatory

Note:

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

FORMATS FOR EPAYMENTS

To,

Sr.DGM (Finance)
Transmission Business Group
BHEL, TBG Finance,
Plot no. - 25, Sector - 16A
Noida - 201301; U.P.

Subject: E-Payments vide RTGS/NEFT

I/We request and authorise you to effect Epayment vide any of the above two modes to my/our bank account as per the details given below:

Vendor Name :

Title/Name of Account in the bank :

Account Type(Saving /current) :

Bank Account Number

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Name & address of Bank

Bank /Branch contact person's name :

Bank /Branch Tele Numbers with STD code :

Bank Branch MICR code

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(please enclose a copy of a cheque. This cheque should not be a payable at par cheque)

Bank Branch RTGS IFSC code

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Bank Branch NEFT IFSC code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(you can obtain this from branch where you have your account)

Your Email address :

(not more than 20 character)

Name of the Authorised Signatory : (Please mention here name of person from your organization signing this letter.)

Contact Person's name : (please mention here the name of a person in your company/organization)

I/We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you

For
(Authorised Signatory)

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of (Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Bank's Verification
(Manager's/Officers signature under
bank Stamp)

Note:- Please attach cancelled original Cheque leaf.