



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026

Phone: 26998206 / 26998155

Part – 1, Techno-commercial Bid (page 1 to 21)

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/516/AH-04/2019 Dt. **18.09.2019**
2. Name of the work : Rate contract for Hiring of Ambulance (Maruti-Eeco) on monthly basis for EDN & ESD
3. Duration of Contract : Two years (24 Months)
4. Estimated cost : Rs. **21.18 Lakhs**
5. Earnest Money Deposit : Rs. **42,360/-**
6. Last date and time for the Submission of completed tender : **Before 13.00 Hours on 09.10.2019**
7. Date and time for tender opening : **At 13.30 Hours on 09.10.2019**
8. Place of submission of completed tender: To be dropped in the C & PR TENDER BOX (Box No. 10) kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

This tender document contains **21** pages including General Instructions to the bidders, Minimum qualification of the bidder, Scope of work and Terms & Conditions, Price bid etc. as follows.

1. Annexure-A – General Instructions for the bidders
2. Annexure-B – Minimum qualification of the bidder, Scope of work, and Terms & Conditions.
3. Annexure-C – Essential Criteria for Evaluation of Techno-commercial bid.
4. Annexure-D – Un Priced Bid
5. Annexure-E –Priced Bid

Issued to: Open tender published in websites

Note: The tenderer shall return the duly filled in Tender Documents after Affixing signature on all pages.

Seal and Signature of the bidder.



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Annexure-A

Rate contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EDN & ESD

General Instructions for the Bidders

1. BHEL intends to hire two Maruti-Eeco Ambulances (with driver) on monthly rate contract basis. The ambulances should have Karnataka State registration certificate. Out of two Maruti-Eeco Ambulances one Ambulance is for use of Occupational Health Centre (OHC) of BHEL – Electronics Division (EDN), Mysore road, Bangalore – 560 026 and the other is for the First Aid of BHEL – Electronics Systems Division (ESD), Plot No. 98, Electronics City, Hosur road, Bangalore – 560 100. The two Ambulances shall be at the operational disposal of respective OHC and First Aid of EDN & ESD throughout the month (24 hours service) including all Sundays and Holidays.
2. Bidders are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information/incomplete information, the offer(s) shall be rejected. In case bidders require any clarification, they may contact Transport/OHC dept of BHEL-EDN before submitting their bids.
3. The name of the bidder with full official address, phone numbers and E-Mail ID should be furnished. In case of partnership firm, the name and addresses of all the partners together with a certified copy of the partnership deed shall be furnished along with the tender. All parties have to sign the tender document unless signed by the power of Attorney holder. In the later case of power of Attorney duly attested by Gazetted officer must accompany the tender. In case of Limited Companies, duly authorized representative shall only sign the bid document and in case of proprietorship, proprietor shall himself sign the bid document, for proper validation.
4. Bidders are required to submit the offer only in two separate parts (i) Techno-commercial Bid and (ii) Price Bid. Each bid is to be kept in separate envelope, which should be properly sealed. The envelope for Techno-commercial bid should be super scribed as “Techno-commercial bid - Rate contract for Hiring of Ambulance (Maruti-Eeco) on monthly basis for EDN & ESD” The envelope for Price bid shall be super scribed as “Price Bid – Rate contract for Hiring of Ambulance (Maruti-Eeco) on monthly basis for EDN & ESD”. Both the above two sealed envelopes shall be kept into another envelope which should be properly sealed. The envelope shall be super scribed as “Offer for Rate contract for Hiring of Ambulance (Maruti-Eeco) on monthly basis for EDN & ESD”.
On the sealed envelopes Tender reference, date of tender opening, tenderer’s address with contact No, to address shall be mentioned.
5. Information with respect to Techno-commercial bid and Price Bid are to be submitted.
6. Bidders shall fill in all the required particulars in the blank spaces provided for this purpose in the tender document and also sign each and every page of the tender



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document before submitting the tender. All the entries in the Techno-commercial bid & Price bid should be clearly written in ink or typed and corrections if any are to be duly authenticated by the bidder.

7. Techno-commercial bid should accompany receipt of Earnest Money Deposit (EMD) made to BHEL along with other relevant supporting documents.

EMD of amount mentioned in NIT shall be deposited as Earnest Money Deposit with BHEL through online payment and the receipt of payment made has to be submitted with Techno-commercial Bid (Part-1).

The link to make EMD payment is given below.

<https://www.onlinesbi.com/sbicollect/icollecthome.htm>

Onlinesbi.com-> State Bank Collect -> Karnataka -> Public Sector Undertaking-> Bharat Heavy Electricals Ltd. -> Others->EMD

Further, bidder to fill details and proceed as per the screen message.

The tenders without EMD are liable to be rejected. EMD of the bidder will be forfeited if (a) after opening the bid, the bidder revokes his bid within the validity period or increases his earlier quoted rates. (b) The bidder does not commence the work within the period as per LOI / Contract. Earnest money deposit will be refunded to unsuccessful bidders after award of work to the Successful tenderer. Earnest money deposit shall not carry any interest.

8. BHEL-EDN, Bangalore reserves the right to reject any Bidder or all the Bidders at any point of time without assigning any reason thereof.
9. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
10. The Bidder shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff will be borne by the Bidder. BHEL shall in no way responsible for any such acts, omissions or any liabilities arising there from.
11. BHEL-EDN reserves the right to have parallel contract with any number of contractors.
12. **The bidders are required to submit / drop duly filled in tender document before last date and time for submission of offers in the C & PR tender box (box no 10) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026.**



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13. The techno-commercial bid shall be **opened on the due date for submission of offers at 13.30 Hours** in Tender opening room at Reception area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026 in the presence of bidders who choose to be present.
14. The tenders received after the specified time for submission of offers shall be treated as Late Tenders and shall not be considered.
15. Bidders or Bidder's representatives may attend the tender opening on the above mentioned date, time & place. No separate intimation will be given to bidders for techno-commercial bid opening.
16. The sealed price bids of techno commercially qualified bidders shall be opened. Techno commercially qualified bidders shall be informed through mail about date and time of price bid opening. Price bids shall be opened in presence of techno commercially qualified bidders who choose to be present
17. Tenders should remain valid for acceptance for a minimum period of ninety (90) days from the date of Techno-Commercial bid opening. The rates quoted should be firm for a period of **two years** from the date of acceptance of the tender except for adjustment in hiring rates due to change in Fuel Price.

18. Goods & Services Tax (GST): (If applicable)

- 18.1 BHEL EDN GSTIN is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.
- 18.2 The bidder shall mention his GSTIN number in all quotations and invoices submitted.
The bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- 18.3 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.
- 18.4 Payment of GST to contractor will be made only if it is matching with details uploaded by the contractor in GST Return.
- 18.5 Contractor to give undertaking that GST as mentioned in the invoices has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- 18.6 For invoices paid on Reverse Charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
- 18.7 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.



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- 18.8 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- 18.9 The changes in GST rates due to statutory amendment of GST ACT during the course of the contract will be paid as applicable.
19. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.
20. The competent authority on behalf of BHEL reserves the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rates quoted. The Notice Inviting Tender shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of the Notice Inviting Tender, all the documents including Tender of Contract, General rules and directions, clauses of contract, proforma of schedules, safety code, Model rules, contractors labor regulations, proforma of registers, special instructions to tenderers and specifications if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
21. Bidders shall also be aware of the regulated/restricted timings at BHEL due to security considerations and regulations for entry and exit of his employees, obtaining Police verification certificates for employees he may deploy in BHEL, staff and self-etc.
22. *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.*
- 22.1 *Fraud Prevention policy and list of Nodal Officers is hosted on BHEL website.*



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Annexure-B

Rate contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EDN & ESD

Minimum Qualification Requirements of the bidders:

- a) The bidder should have office in Bangalore with land line/mobile telephone, and E-mail for emergency contact.
- b) The bidder should be registered under the Karnataka Shops & Commercial Establishment Act, 1961/any other ACT/Health dept/Directorate of Industries and Commerce. Copy of valid registration certificate shall be enclosed with the bid.
- c) The average annual financial turnover of the Bidder during the last three years ending 31st March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT.
- d) The bidder should have at least two Ambulances either Maruti-Eeco or higher end of Karnataka State registration in their own name/firm/partners name. Copy of RC book to be enclosed.
- e) The bidder should have experience in providing ambulance service. A copy of work order/agreement/completion certificate in providing ambulance service should be enclosed as proof of experience.
- f) The bidder should have PAN
- g) The bidder to provide their GSTIN. (Copy to be enclosed). If not registered under GST, undertaking to be submitted that they will register and furnish copy of certificate if applicable, before submitting the first bill.
- h) Earnest Money Deposit (EMD) for amount mentioned in NIT is to be deposited and proof of deposit is to be enclosed along with techno commercial bid. Offers without EMD are liable to be rejected.

Note: The financial turnover/experience criteria may be relaxed in case of Startups and Micro & Small Enterprises. (Refer Policy Circular No. 1(2) (1)/2016-MA dated 10th March 2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises).



SCOPE OF WORK AND TERMS & CONDITIONS

1. BHEL intends to hire two Maruti-Eeco Ambulances (with driver) on monthly rate contract basis. The ambulances should have Karnataka State registration certificate. Out of two Maruti-Eeco Ambulances one Ambulance is for use of Occupational Health Centre (OHC) of BHEL – Electronics Division (EDN), Mysore road, Bangalore - 560 026 and the other is for the First Aid of BHEL-Electronics Systems Division (ESD). Plot No. 98, Electronics City, Hosur road, Bangalore – 560 100.

The two Ambulances shall be at the operational Disposal of respective OHC and First Aid of EDN & ESD throughout the month (24 hours service) including all Sundays and Holidays.

2. a) Quotations shall be given on lump sum basis for 400 KMs running (cumulative running per month) and 24 hours service per day throughout the month including all Sundays and Holidays. The charges should be inclusive of all overhead charges like fuel, taxes, comprehensive insurance, payment to staff, vehicle maintenance, etc., but shall not include GST. The rates shall be quoted in the price bid format (Annexure-E) enclosed.
b) All rates should be quoted in figure as well as in words in Annexure-E (Price Bid)
c) In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
d) All the offers received will be scrutinized and only technically qualified offers will be considered for Price bid opening.
e) The technically unqualified offers will be rejected.
f) **Technically qualified Tenders will be considered for placement of order on the basis of L1 quoted for Sl. No. 1 in the price bid. i.e. lump sum rate quoted for 400 KMs running (cumulative running per month) and 24 hours service per day throughout the month including all Sundays and Holidays.** BHEL reserves the right to negotiate with L1 tenderer and in such case negotiated price will be considered for award of contract.
g) BHEL reserves the right to reject any tender at any stage without assigning any reason thereof.
3. The Ambulance service has to be provided round the clock (24 hours per day) on all days of the month (irrespective of number of days in the month) including all Sundays and holidays. If the ambulance is used beyond 400 KMs per month (cumulative), charges for extra KMs beyond 400 KMs will be paid for which rate shall be quoted in the Price Bid (Annexure-E). All the rates shall be quoted excluding GST. These rates are subject to price variation clause (PVC) for fuel price only.

4. Specification of the Ambulance to be provided:

- | | |
|----------|-----------------|
| a) Type | : Maruti – Eeco |
| b) Model | : 2015 or later |



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c) Fuel	: Regular Petrol
d) Oxygen cylinder with oxygen & Mask	: 1 No.
e) First Aid box without items	: 1 No.
f) Stretcher	: 1 No.
g) Roof Lamp with revolving light	: 1 set
h) Stand for glucose bottles	: 1 No.
i) Emergency siren	: 1 No.
j) Attendant seat for 2 persons	: 1 No.
k) Small basin	: 1 No.
l) Water bottle with water	: 1 No.

5. **KM reading will start after reporting to BHEL-EDN/ESD. In case Ambulance is taken for service/repair/maintenance alternate equivalent Ambulance shall be provided by the contractor before the existing ambulance is taken out for repair/service/maintenance. The ambulance taken for repair/service shall report to OHC/First Aid immediately after repair/service. In case of breakdown of the Ambulance also, the contractor shall be responsible to provide alternate equivalent ambulance such that no unreasonable time gap arises in the matter of this contract service.**
6. **Oxygen cylinder with oxygen and mask are in the scope of the contractor. Before the quantity of oxygen comes to a level that requires filling oxygen then another cylinder with oxygen has to be fitted in the ambulance first and then only the existing cylinder has to be taken out for oxygen filling. This has to be done as per the instructions of our OHC / First Aid.**
7. The medicines and items required for the FIRST AID box will be provided by our OHC/First Aid. However providing First Aid box is in contractors' scope.
8. The Ambulance supplied should not be owned by BHEL employees and their dependents.
9. **The rate contract is intended for deployment of 2015 or later model of ambulance only. The ambulance may be inspected by our representatives from OHC/First Aid before deployment.**
10. The contractor should ensure that there should not be any advertisement on the ambulance other than which is permitted by BHEL in writing.
11. BHEL shall have the right to cancel the contract at any time if performance is not satisfactory.
12. The Ambulance should be parked at the place earmarked near our Occupational Health Centre / First Aid / Designated parking area and the driver shall be made available also at the allotted space on 24x7 basis at the disposal of the OHC/First Aid.
13. Milometer will be verified by the in charge of ambulance (OHC/First Aid) if necessary.
- a) The contractor shall be fully and completely responsible for all statutory compliances with regard to the Ambulance vehicle and employees/drivers deployed by him. He shall ensure that all the directions/instructions issued herein and by BHEL representative from time to time are fully obeyed. Any non-compliance shall be his responsibility and liability for which BHEL shall be fully safeguarded and indemnified.



He shall also has to ensure that the following are provided to his drivers while deploying the ambulance:

- b) The relevant documents like R.C. Book, Fitness certificate, Insurance, Driving Licence, Emission test certificate and all other statutorily required documents for running the vehicle as an ambulance for the purposes of this contract.
- c) Ambulance should be provided with foot matting and reverse horn.
- d) Ambulance should be provided with additional / emergency accessories like (a) Fan belt (b) Stephney (c) Standard tool kit (d) Spare bulb (e) Fuses (f) Hose pipe etc., to attend emergency repairs.
- e) Drivers of Ambulance shall wear uniform preferably in white colour while on duty and this shall be provided by the contractor.

14. The contractor shall ensure that the driver engaged by him has minimum two years' experience in driving of similar vehicle with proof of valid driving license and First Aid Training Certificate. The driver should be well versed in Kannada and also be able to communicate in Hindi & English. The contractor shall provide the driver with Mobile phone facility. The contractor should furnish proof of having verified the antecedents of the drivers (Police verification) and should ensure that the drivers deployed have no scandalous, criminal or appalling background and will not behave badly with the employees of BHEL or any patient/users.

15. The contractor to ensure that the drivers deployed are sent to periodic medical checkup, including eye checkup and audiometric test to rule out possibilities of loss of vision, hearing etc. In any case the fitness and suitability of drivers shall be the responsibility of the contractor.

16. The contractor should also ensure that the driver engaged for the ambulance follow genuine ethics and will instruct to implement the same. Such ethics include the following.

- a) The driver should keep the vehicle neat and clean every day.
- b) The driver should first allow the patients to get inside the ambulance and then only he should enter the ambulance after ensuring that doors are closed safely and properly.
- c) The driver himself should open and close doors for patients / accompanying staff while getting into and alighting the ambulance.
- d) The driver should wear seat belt while driving and follow all other rules & regulations which he should while driving an ambulance.
- e) The driver shall not smoke / be drunk while on duty.
- f) The driver shall not use mobile phone while driving.

17. Timely providing of the Ambulance and good up keeping of the ambulance for running efficiently is essence of the contract. The contractor should maintain their ambulance as per the specification throughout the contract period.



18. Ambulance shall be available in Occupational Health Centre / First Aid of BHEL in full readiness and cleanliness for operation, in respect of fuel availability (at least 75% of tank capacity) and willingness of the drivers on all days. The contractor shall ensure that the driver carries out routine checks such as tyre air pressure, battery condition etc. for the ambulance.
19. No tape recorder should be fitted. No playing of tape recorder / radios in the Ambulance is allowed.
20. BHEL reserves its right to refuse to engage the ambulance even after arrival at the factory, if the driver and the vehicle do not conform to any of the regulations of MV Act or the terms herein.
21. In case if the vendor is found involved in Sub-Letting of Ambulance, the contract with the said vendor would be reviewed by BHEL and it may result in termination of contract and / or Black listing of the said vendor. No correspondence shall be entertained in this regard and the decision of BHEL shall be binding on the parties.
22. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of drivers working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
23. The contractor shall be fully responsible for compliances with all relevant statutes, not limited to, but including the labor legislations wherever applicable and also the Health, Safety and Environmental Guidelines of BHEL.

24. PENALTY:

Notwithstanding any other remedies provided elsewhere in this contract, or under laws and regulations applicable, BHEL may impose such penalties on the contractor as follows:

- a) For non-supply of Ambulance on any day or for not providing alternate arrangement as stipulated in clause 5 on any day: (i) Penalty equal to actual cost incurred by BHEL in hiring alternate ambulance plus Rs.500/= or (ii) Penalty equal to monthly rate/30 x 1.5 times (if ambulance is not hired) shall be imposed and deducted from the running bills.
- b) After resuming duty, if a contractor does not ply the rest of the day or driver remain absent or driver refuses to attend duty for any reason, penalty will be imposed which will be equal to Monthly rate/30 x 1.5 times.
- c) In the event of breakdown or taking out ambulance for service/repair etc., alternate ambulance shall be made available by the contractor immediately at his own cost failing which penalty as at (a) above shall be imposed.



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- d) While on duty, if the driver of the Ambulance is found to be indulging in any case of disobedience/misbehavior/malpractice/fraud or any act of misdemeanor, a penalty amounting to Rs.500/= will be imposed on the concerned contractor and the contractor shall not engage such driver any more for that purpose.

The levy of the penalty as above may be at the discretion of BHEL and it could be levied for as many instances together and if it is found that the contractor has defaulted more than 3 occasions during the tenure of the contract BHEL may at its discretion terminate the contract and forfeit Security Deposit.

The penalty, if imposed shall be recovered from the running account bill. Once the penalty is imposed and amount deducted towards penalty, will neither be refunded nor the contractor shall make any claim. There will be no upper limit on total amount of the penalty. GST as applicable will be recovered along with penalty amount.

25. The contractor shall have to execute an **agreement** with BHEL-EDN on a non-judicial stamp paper of value **Rs.300/-** (Rupees Three Hundred Only) at his own cost.
26. Contractor shall maintain a comprehensive register of the works under this contract covering all details which shall be brought for inspection by BHEL whenever so required.
27. The Ambulance shall be made available at all time in roadworthy condition duly substantiated with '**Fitness Certificate**' so as to give uninterrupted service. Upholstery, painting of ambulance is to be maintained in good condition. In case contractor fails to provide the contracted ambulance on any day, BHEL shall be at liberty to make suitable alternative arrangement. Notwithstanding the conditions at clause 25, all such expenditure as also damage / losses incurred by BHEL as a result of breakdown of the contractor's ambulance/break in service will be deducted from the monthly running bill of the contractor and such damage / losses shall be determined by BHEL at its sole discretion.
28. The contractor shall ensure that the ambulance under this contract arrangement is covered by a **Comprehensive Insurance Policy** throughout the tenure of the contract. Under no circumstances shall the company (BHEL) be liable to compensate for any loss or damage that may be caused to/by the vehicle while engaged in discharge of the contractor's obligations under this contract.
29. Only the authorized staff attached to the contracted vehicle or representative nominated by the bidder shall be allowed entry inside the company or any other premises during the course of contract.
30. The persons employed by the contractor in respect of his vehicle will be treated as the authorized representative(s) and shall also be held responsible along with the contractor for any breach of the terms and conditions as provided in the contract.



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31. The contractor shall be responsible for providing ambulance with licensed drivers with the prescribed uniform applicable to the nature of deployment. He will also be responsible for their courteous behavior towards the BHEL staff, patients in the ambulance.
32. The bidder will operate their ambulance entirely at their own risk and BHEL shall not be held responsible for any damage to the vehicle or any person or property while on the company's work or when parked in or about the company's or other premises.
33. The contractor shall at his own expense reinstate and make good to the satisfaction of BHEL management and pay compensation for any injury to any person, loss or damage occurred to any property or rights whatsoever including property and rights of BHEL or agents, servants or employee of BHEL, the injury loss or damage arising out of or in connection with or during the execution or performed execution of the contract and further the contractor shall indemnify the BHEL against all claims enforceable against BHEL or any agent, servant or employee of BHEL in respect of any such injury (including injury resulting in death) loss or damage to any person whosoever or property including all claims which may arise under the Workmen's Compensation Act or any other labor legislations or laws/regulations/rules and notification as may be applicable.
34. This contract may be terminated at any time without paying any compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, malpractice, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and condition of this agreement.
35. In case of a partnership firm, any addition, deletion or changes in the partnership deed should be informed to BHEL well in advance.
36. The provisions of the Motor Vehicles Act, 1988 or any statutory modifications or amendments or re-enactment thereof and the rules made there under from time to time have to be strictly followed by the ambulance contractor. BHEL will not be responsible for any complications arising out of such contingencies, if any.
37. Any mishap (i.e. accident or fire, etc.,) occurs en-route is the complete responsibility of the Ambulance contractor. He is also responsible for safe, comfortable and timely transporting of the patients.
38. The ambulance contractor shall carry out the work to the entire satisfaction of In-charge of Occupational Health Centre (OHC) of BHEL.
39. The trip sheet for ambulance will be supplied by BHEL. The contractor shall instruct & ensure that the ambulance driver gets all the columns and every movement filled



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and signed by the authorized officials of BHEL-OHC / First Aid. The ambulance contractor will bear the entire responsibility of submitting the duly filled in (Starting KM/time, Closing km/time and places visited) daily trip sheets given by BHEL for each trip after obtaining signature of OHC / First Aid officials. The KM readings (usage details of Ambulance) recorded in the trip sheet and certified by OHC shall be the basis for preparing the bills.

40. Payment to the contractor will be made within 30 days from the date of submission of bills. Contractor will submit the bills (in duplicate) on monthly basis, which will be duly verified, checked and passed by Factory Services / Transport dept. / FS & HR (ESD) and forwarded to Finance dept for releasing payment to the party. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank account details. Appropriate amount of TDS would be deducted as per IT Act.
- 41. Actual ambulance parking charges/toll charges will be reimbursed along with monthly bills on production of actual receipt without any corrections or overwriting. The driver of the ambulance should keep reasonable money to meet contingency expenditure such as minor repairs, parking/toll charges.**
42. The total hiring charges payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source as applicable under relevant Act/Law.
43. In case of loss of original trip sheet BHEL reserves the right not to entertain the claim.
44. In case of breach of any or whole of the above terms and conditions by the Ambulance contractor, BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full the work to any other Ambulance contractors and the contractors shall be liable to pay the extra cost involved in the execution of cancelled part of the contract.
45. BHEL shall have the right to recover from the contractor any extra expenditure incurred due to late reporting or breakdowns or any other types of inconvenience caused to the patients.
46. Any amount recoverable from contractor towards the loss/damage will be adjusted from the outstanding payments due from BHEL or from the security deposit. In case this amount is insufficient for such recoveries, the ambulance contractor should agree for hand payment.
47. No part of the contract is assignable and no subletting is allowed without prior written permission from BHEL.
48. The contract will be in force for **24 months** from the date of deployment of Ambulance.



49. Earnest Money Deposit (EMD)

EMD of amount mentioned in NIT shall be deposited as Earnest Money Deposit with BHEL through online payment and the receipt of payment made has to be submitted with Techno-commercial Bid (Part-1). The Tenders without EMD are liable to be rejected.

The link to make EMD payment is given below.

<https://www.onlinesbi.com/prelogging/icollecthome.htm?corpID=5083>

Onlinesbi.com-> State Bank Collect -> Karnataka -> Public Sector Undertaking-> Bharat Heavy Electricals Ltd. -> Others->EMD

Further to select payment nature and proceed as per the screen message.

- i) EMD by the tenderer will be forfeited if;
 - a) After opening the tender, the tenderer revokes his tender within the Validity period or increases his earlier quoted rates.
 - b) The tenderer does not commence the work within the period as per LOI / Contract.
- ii) Earnest money deposit will be refunded to unsuccessful bidders after Award of work to the successful tenderers.
- iii) Earnest money Deposit shall not carry any interest.
- iv) EMD will be adjusted against Security Deposit in case of Successful Tenderers.
- v) 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 EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-C1** where deemed validity of EM II certificate of five years has expired) 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 Gazette officer.



50. SECURITY DEPOSIT:

a) The successful tenderer shall deposit the Security deposit (SD) with BHEL. The amount of SD will be 5% of contract value.

Security deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Local Cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Bank Guarantee from scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. (FDR should be in the name of the contractor, a/c BHEL).
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the Security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)

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

- vi) Security Deposit can also be recovered at the rate of 10% of gross amount from Running bills. However in such cases at least 50% of Security Deposit should be Deposited before start of the work and the balance 50% may be recovered from The running bills.
 - vii) EMD of the successful tenderer shall be converted and adjusted against the Security deposit.
- b) The security deposit shall not carry any interest.
- c) Security deposit will be refunded to the contractor after completion of the contract period subject to satisfactory completion of work and compliance to statutory obligations as per this NIT.

51. BHEL reserves the right to extend the validity period of contract for a further period of one more year at the same rates, terms and conditions applicable to this contract, as mutually agreeable between BHEL and the contractor.

52. For administrative reasons, BHEL reserves the right to foreclose the contract at its discretion, at any point of time without assigning any reasons thereof and without any liability to pay any compensation whatsoever to the contractor.



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53. PRICE VARIATION (PVC): In case of change in fuel prices, a change in the rate will be allowed in the following pattern subject to documentary evidence regarding such change. Rates as per PVC will be given effect from 1st day of subsequent month only. (i.e. for the average price of regular petrol (IOCL's retail outlet at Bangalore) during the month of May, PVC rates will be given effect from June month). **The fuel price (regular petrol) prevailing at IOCL's retail outlet at Bangalore on the date of NIT (Notice Inviting Tender) will be the base price for PVC Clause.** The mileage considered for PVC 14 KMs/Litre of fuel.

Price variation clause will be applicable only when there is increase/decrease in average fuel price (regular petrol) per litre to the tune of one rupee or more compared to previously considered rate.

The changes (PVC) will be as per the following rates.

Type of vehicle	PVC per KM per Rupee change in fuel price
Maruti-Eeco	07 paisa

No increase will be admissible on any other account.

E.g. In case if there is increase/decrease in fuel price by one Rupee or more, then, new rates would be calculated as follows. The new rates will be rounded off to the nearest rupee for monthly rental and to two decimal places for extra KM rate.

New monthly rental in Rs.= Existing monthly rental in Rs. $\pm$ (400 KM x 0.07 x change in fuel price)

New rate per extra KM beyond 400 KMs= Existing rate per extra KM in Rs. $\pm$ (0.07 x change in fuel price)

54. ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by BHEL, from BHEL panel of Arbitrators.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of the arbitration shall be at Bangalore.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favor of BHEL will apply and binding on the bidder/Contractor.



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Annexure - C

Rate Contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EDN & ESD
Essential Criteria / Information for Evaluation of Technical Bids.

S.No.	Description	Contractor's Acceptance (Yes/No) / Remarks.
1	a) EMD to be submitted online and receipt of payment made to be submitted along with Techno-commercial bid (Part-1) b) Acceptance of Security deposit clause	
2	The bidder should have office in Bangalore with land line/mobile telephone and E-mail for emergency contact. Please provide address, Phone numbers & E-mail ID.	Address: Phone: Land line: Mobile: E-mail:
3	The bidder should be registered under the Karnataka Shops & Commercial Establishment Act, 1961/ any other Act/Health dept/Directorate of Industries and Commerce. Copy of valid registration certificate shall be enclosed with the techno-commercial bid.	
4	The bidder should have at least two Ambulances either Maruti-Eeco or higher end of Karnataka State registration in their own name/firm/partners name. Copy of RC book to be enclosed.	
5	The average financial turnover of the Bidder during the last three years ending 31 st March of the previous financial year, should be at least 30% of the estimated value indicated in the NIT. (Documentary proof to be enclosed) Note: The financial turnover/experience criteria may be relaxed in case of Startups and Micro & Small Enterprises. (Refer Policy Circular No. 1(2) (1)/2016-MA dated 10 th March 2016 issued by Govt. of India, Ministry of Micro, Small & Medium Enterprises).	
6	The bidder should have experience in providing ambulance service. Copy of work order/ agreement/completion certificate in providing ambulance service should be enclosed as proof of experience.	
7	The bidder should have PAN as per income Tax Act. Please indicate your PAN. Please submit copy of PAN Card.	
8	GSTIN Number (Copy of the same to be enclosed)	



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9	If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate if applicable, before submitting the first bill.	
10	Please indicate applicable taxes with %	IGST Or SGST + CGST Or UTGST + CGST
11	SAC code for the service tendered	
12	Nature of Firm / Concern (Proprietary/Partnership/Pvt. Limited/Public Ltd.) <i>Note: Please enclose</i> <i>1. In case of partnership concern, submit photo copies of the partnership deed.</i> <i>2. In case of Company, photo copy of the incorporation certificate.</i> <i>3. In case of proprietorship, photo copy of the registration under Shops & Est. Act/ Health dept/ Directorate of Industries & Commerce</i> <i>4. In case of any other legal entity, photo copy of the registration certificate.</i>	
13	Names, address and phone nos. of Partners/Proprietors/Directors	
14	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL.	
15	Whether bidder is having any relative working in BHEL (if yes, provide name, staff no., designation and department.)	
16	Payment to contractor will be made within 30 days from the date of submission of bills. Contractor has to submit the bills (in duplicate) on monthly basis along with trip sheets which will be duly verified cleared for payment. All payments will be made by Electronic Fund Transfer (EFT) for which vendors shall fill in the EFT format giving their Bank A/c details. Appropriate amount of TDS would be deducted as per IT Act	Yes / No

17. Declaration:- I / We _____ have gone through the terms and conditions of this tender No. _____ and undertake to accept the same in totality and agree to deploy Ambulance if the contract is awarded to us.

Note: All above information should be supported by relevant documents as applicable.



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Annexure-C1

Certificate by Chartered Accountant on letter head

This is to Certify that M/s.
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)..... Dtd: ,
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per
the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale
Industries vide its notification No. S.O.1722(E) dated October 5, 2006 :
Rs Lacs
2. For Service Enterprises: Investment in equipment (i.e. original cost excluding land
and building and furniture, fittings and other items not directly related to the service
service rendered or as may be notified under the MSMED Act, 2006 :
Rs Lacs

(Strike off whichever is not applicable)

The above investment of Rs. Lacs is within permissible limit of Rs.
..... Lacs for Micro / Small **(strike off which is not
applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) **(strike off
which is not applicable)** and the date of graduation of such enterprise from its original
category is (dd/mm/yyyy) which is within the period of 3 years from the
date of graduation of such enterprise from its original category as notified vide S.O. No.
3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by
Ministry of MSME.

Date:
(Signature)
Name –
Membership number –
Seal of Chartered Accountant



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Annexure – D

Rate Contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EDN & ESD

(Part -1), UN PRICE BID

Sl. No.	Details	Unit	Pl mention quoted or not quoted	
			Quoted/Not Quoted	Quoted/Not Quoted
1	Monthly rate for 400 KMs per month (cumulative) @ 24 hours service per day on all the days of the month including Sundays & Holidays for one Maruti-Eeco Ambulance, model: 2015 & Later	Monthly rate		
2	Rate per extra KM beyond 400 KMs. (applicable only when the cumulative run in a month exceeds 400 KMs.)	Rate per extra KM		

Note:

1: Please mention quoted or not quoted in each column and do not mention any value in this sheet.

2: This sheet need to be submitted along with PART 1 Bid.



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Annexure – E

Rate Contract for Hiring of Ambulance (Maruti-Eeco) on Monthly basis for EDN & ESD

(Part -2), PRICE BID (Page No. 21)

Sl. No.	Details	Unit	Rate in figures in Rs.	Rate in words in Rs.
1	Monthly rate for 400 KMs per month (cumulative) @ 24 hours service per day on all the days of the month including Sundays & Holidays for one Maruti-Eeco Ambulance, model: 2015 & Later	Monthly rate		
2	Rate per extra KM beyond 400 KMs. (applicable only when the cumulative run in a month exceeds 400 KMs.)	Rate per extra KM		

Note:

1. No column should be left blank. If any column is left blank the offer is liable to be rejected. Rates quoted shall be excluding GST.
2. **This price bid (part-2) shall be submitted in a separate sealed envelope along with tender document.**
3. The fuel price (regular petrol) prevailing at IOCL's retail outlet at Bangalore on the date of Notice Inviting Tender (NIT) will be the base price for PVC clause.
4. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the bidders.
6. The no. of Ambulance required is two only i.e. one for EDN and the other is for ESD
7. The total value will be arrived at by multiplying the rate quoted for Sl. No. 1 of above table by 2 x 24

Seal and Signature of the bidder.



GENERAL CONDITIONS OF CONTRACT 2019

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

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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

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

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

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

1.2. SUBMISSION OF TENDERS

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

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

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

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

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

1.3. LANGUAGE

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

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

1.4 PRICE DISCREPANCY:

1.4.1 Conventional (Manual) Price Bid opening:

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

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

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

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

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

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

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

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

1.5. EVALUATION OF BIDS

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

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

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

1.6. DATA TO BE ENCLOSED

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

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

iii) IN CASE OF INDIVIDUAL TENDERER:

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

iv) IN CASE OF PARTNERSHIP FIRM

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

v) IN CASE OF COMPANIES:

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

1.7. AUTHORISATION AND ATTESTATION

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

1.8. EARNEST MONEY DEPOSIT

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

The EMD may be accepted only in the following forms:

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

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

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

1.8.3 EMD shall not carry any interest.

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

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

1.9. SECURITY DEPOSIT

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

1.9.1 Modes of Security deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)*
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL*
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL*
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- vi) 50% of the required Security Deposit, including the EMD, should be paid before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.*

1.9.2 The Security Deposit shall not carry any interest.

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

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

1.10. REFUND OF SECURITY DEPOSIT

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

1.10.1 DEFECTS LIABILITY PERIOD:

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

1.11. BANK GUARANTEES

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

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

1.12. VALIDITY OF OFFER

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

1.13 EXECUTION OF CONTRACT AGREEMENT

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

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

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15 BHEL Fraud Prevention Policy :

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

CHAPTER-2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

2.3 ISSUE OF NOTICE

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

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

2.4 USE OF LAND

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

2.4.1 STORES AND MATERIALS:

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

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

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

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

2.4.2 PATENT RIGHTS:

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

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

2.4.3 WATER :

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

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

2.4.4 TEMPORARY WORKSHOPS, STORES ETC :

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

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

2.5 COMMENCEMENT OF WORK

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

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

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

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

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

2.7 RIGHTS OF BHEL

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

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

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

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

vii) *Persistent disregard to the instructions of BHEL*

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

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

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

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

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

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

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

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

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

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

2.7.9 LIQUIDATED DAMAGES/PENALTY

COMPENSATION FOR DELAY:

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

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

Rate of compensation as follows:

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

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

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

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

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

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

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

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

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

The contractor shall produce the following registers and forms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

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

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

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

2.10 TIME OF COMPLETION

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

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

2.11 EXTENSION OF TIME FOR COMPLETION

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

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

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

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

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

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

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

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

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

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

2.12.4 Payment of ORC shall be regulated as follows:

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

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

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

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

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

2.13 QUANTITY VARIATION

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

2.14 EXTRA WORKS

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

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

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

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

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

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

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

2.14.7 Extra Works for Civil Packages shall be regulated as follows

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

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

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

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

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

2.15 SUPPLEMENTARY ITEMS

2.15.1 For NON Civil Works

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

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

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

2.15.2 For Civil Works

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

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

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

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

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

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

2.16 STRIKES & LOCKOUT

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

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

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

2.17 FORCE MAJEURE

The following shall amount to Force Majeure:-

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

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

2.18 ARBITRATION & RECONCILIATION

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

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

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

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

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

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

2.19 PAYMENTS

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

2.19.1 Running Account Bills (RA Bills)

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

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

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

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

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

2.19.2 Final Bill

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

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

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

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

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

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

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

2.21 CLOSING OF CONTRACTS

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

2.22 REVERSE AUCTION/PRICE BID OPENING:

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

2.23 SUSPENSION OF BUSINESS DEALINGS

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

2.24 OTHER ISSUES

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

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

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

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