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भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(A Government of India Enterprise)
Tiruchirappalli – 620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER [NIC portal (eprocurebhel.co.in)]

Dear Sir/ Ma'am,

Subject: **Two-part e-Tender** inviting techno-commercial and price bids for **WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through [NIC portal \(eprocurebhel.co.in\)](http://eprocurebhel.co.in)

in the tender document through mepportal.bhel.com

1.	Description of Work	RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL			
2.	Location of work	BHEL Trichy and PPPU Thirumayam			
2.	Period of contract	Twenty Four (24) Months.			
3.	work Details	Quantity	UOM(unit of measurement)		
		10302	Square Meters (Sq. M)		
3a.	SPLITTING OF CONTRACT: - Contract will be awarded to maximum of three contractors (including L1) divided into 50:30:20 ratios among L1, L2 & L3 vendors respectively as per below cases:				
	Sl. No:	No. of vendors accepting L1 rates	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2	% of Contract Value to be awarded to L3
	Case-1	2	50% - 5151 Sq.M	30% - 3090.6 Sq.M	20% - 2060.4 Sq.M
	Case-2	1	60% - 6181.2 Sq.M	40% - 4120.8 Sq.M	NA
	Case-3	0	100% - 10302 Sq.M	NA	NA
	Note: H1 bidder will not be considered for counter offering. In case Non MSE bidder is L1 and MSE vendor / vendors offer price is / are within L1+ 15 %, preference will to given to MSE vendor (As per merit amongst MSE vendors) to enable them to get minimum 30 % of awarded value subject to acceptance of L1 rate. L1 Rate will be counter offered to L2 & L3 ... vendors and if vendors are accepting the L1 rate, 30% & 20% of BOQ will be awarded to L2 & L3 vendors respectively, in case if the vendor(s) is/are not accepting the same will be counter offered to L4 and so-on till H1-1 (i.e., H1 will not be considered for counter offering). <u>If none of the vendors are accepting L1 rates, 100 % of BOQ will be awarded to L1 vendor only.</u>				
4.	CRITERIA FOR AWARD OF WORK	Package-wise L1 (lowest bidder) In case of more than one L1 bidders, BHEL will get fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted shall be lower than their previous L1 rates. <u>If no bidders are reducing their quoted rates / further reduction is not possible.</u> Ranking will be selected by Draw of Lot method / MS Excel Random Number Selection Method.			

Kindly submit the sign and sealed Tender Document in all pages or digitally sign on First Page along with offer without fail.

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Tender Ref. No.: 9472400085/ 24.09.2024

7.	EMD amount	₹ 2,00,000.00/- (Rupees TWO Lakhs only)
8	SECURITY DEPOSIT	5% of the Contract value
9.	<u>Applicable Contractual Variations</u>	The quoted rates are firm throughout the currency of the contract period (Including extension if any)
10.	<u>Price Bid</u>	Vendor to Quote <u>Per Sq.M rate excluding GST</u>
11.	Contact details for queries related to tender	K Prasath, Sr. Engineer/ WCM e-mail: prasasth@bhel.in / Ph: 0431 257 1573;
12.	Working Area Contact details	M Maheswaran, Dy Manager / NDTL e-mail: mahesh.m@bhel.in / Ph: 0431 257 5322
<u>COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS:</u> The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age.		
<u>Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries <u>beyond the agreed delivery date</u> for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected</u>		

This two-part e-tender consists of the following:

Part – I (A) :: Pre-qualification Bid

1. Earnest Money Deposit (EMD)

Part – I (B) :: Techno-Commercial Bid

2. Qualifying criteria for the contract
3. Scope of work and technical terms & conditions
4. General terms & conditions of the contract
5. Annexure-I
6. Integrity Pact

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Tender Ref. No.: 9472400085/ 24.09.2024

INSTRUCTIONS TO THE TENDERERS

1. GENERAL INSTRUCTIONS:

- 1) Tender only to be submitted electronically by logging to e-Procurement portal **<https://eprocurebhel.co.in/>**. Physical submission of Tender shall not be accepted.
- 2) **EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form and Tender without EMD will be summarily rejected. EMD indicated in the Tender may or may not; reflect any specified percentage on value of work. Hence, vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.**
- 3) **In case of offline payments, the hardcopies of EMD documents for e.g. DD to be submitted to WCM office / 24 Building 3rd Floor, BHEL, Trichy before Tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the Tender will be summarily rejected.**
- 4) Bidder should arrange for the EMD as specified in the Tender. The original EMD should be posted/couriered/given in person in a sealed cover **superscribing "Name of Work", "Enquiry number & date"** to the Tender Inviting Authority, within the bid submission date and time for the Tender.
- 5) Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
- 6) Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors /any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- 7) The Tender schedule and the Tender shall be deemed to form an integral part of the contract to be entered into for this work.
- 8) Tenderer shall sign the Tender documents for having accepted the conditions and upload in **eprocure** portal.
- 9) Tender can be cancelled at any stage due to unavoidable circumstances.
- 10) BHEL reserves the right to cancel the Tender or reject the lowest or any tender in full or in part without assigning any reasons whatsoever.
- 11) Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 12) If the contractor back outs after opening of Tender or In case contract is not executed by contractor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Performance Security / BG of such contractors and also suitable and penal action will be taken as per BHEL terms and conditions.
- 13) BHEL reserves the right to increase or decrease the Tendered quantity and BHEL does not guarantee ordering of any minimum quantity.
- 14) Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
- 15) BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
- 16) The labours engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
- 17) In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
- 18) Other than the bidder, none of its group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such Tender/contract.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

- 1) **Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time . (No extension of time shall be given for submission of the Tender on any account)** Every Endeavour is made to avoid any error which can materially affect the basis of the Tender but the successful Tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof .
- 2) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- 3) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer .
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes Excluding GST that can be offered for the intended quantity .
- 5) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE .
- 6) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires .
- 7) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection . The Tender SCHEDULE 1nd the Tender shall be deemed to form an integral part of the Contract to be entered into for this work .
- 8) Late and Delayed Tenders will be summarily rejected and under no circumstances, it will be considered and accepted .
- 9) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on <https://eprocurebhel.co.in/portal>, BHEL website only (i.e. <http://www.bhel.com>), and will not be published in any other media . Bidders should regularly visit above website (s) to keep themselves updated .
- 10) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder .
- 11) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system .
- 12) The contractor shall strictly adhere to various labour laws in force .
- 13) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons . Tenderers shall not increase their quoted rates in case BHEL negotiates for reduction of rates . Such negotiation shall not amount to cancellation or withdrawal of the original offer .
- 14) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection .
- 15) The rate offered shall provide for the complete cost towards labour, supervision, profits & overheads, and all other incidentals inclusive of applicable GST (As per BOQ), GST will be reimbursed on production of valid documentary proof for having paid the GST .
- 16) Statement of completed works with detailed certified shall be submitted by the contractor in the last week of every month for processing their bill .
- 17) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions .
- 18) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day .
- 19) Expenses incurred by bidder towards preparation of bid incidental to Tender irrespective of whether it is accepted or not, shall be borne by vendor only .
- 20) The Parties who have been suspended or black listed or under interim suspension by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender .

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender. The list of banned Hold / Under Interim Suspension firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms).

- 21) Similarly, the offers of the bidders who are black listed or under interim suspension or suspended (under hold/delist) for business dealings by BHEL shall not be considered. Please note that their name will be removed from the list of debarred firms across BHEL after expiry of specified suspension period as per the lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing. Wherever suspension is lifted, a communication to this effect will be given by the concerned units to the concerned suppliers/ contractors.
- 22) Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
- 23) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 24) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- 25) The contractor by submitting the Tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- 26) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 27) If a Tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, whichever as the case may be.
- 28) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Vendor shall furnish valid email id's in the Tender and regularly verify the same.
- 29) The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 30) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 31) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

32) Signing the Tender:

- Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm .
- A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company .
- BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement . They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned .

If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such tender . If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

PART – I (A)

PRE-QUALIFICATION / EMD

1.1 EARNEST MONEY DEPOSIT (EMD) AMOUNT: ₹ 2,00,000.00/- (Rupees TWO Lakhs only)

- 1.1.1 EMD given by all unsuccessful tenderers will be refunded after award of contract.
- 1.1.2 EMD shall not carry any interest.
- 1.1.3 EMD of successful tenderer will be retained as part of Security Deposit.
- 1.1.4 EMD should be valid on the tender opening date.

1.2 EMD WAIVER DOCUMENTS:

- 1.2.1 EMD is waived off for MSE (Micro and Small Enterprises only) vendor by submitting **UDYAM** certificate.

1.3 MODES OF DEPOSIT OF EMD AMOUNT:

The EMD may be accepted only in the following forms:

- 1.3.1 Electronic Fund Transfer credited in BHEL account (before tender opening) - Online Payment procedure for EMD and SD amount attached (Annexure – Q3) for vendors' reference. (SBI-eCollect / NEFT is the preferred mode of payment for EMD).
- 1.3.2 Demand draft, in favour of BHEL, Trichy-14 payable at Trichy (along with offer).
- 1.3.3 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 1.3.4 In addition to above, the EMD amount in excess of ₹2 lakhs (TWO LAKHS) will also be accepted in form of Bank Guarantee from scheduled bank provided the Bank Guarantee is valid for at least six months from the due date of tender submission. For instance, if EMD amount is ₹2,50,000/-, BG can be submitted for ₹50,000/- and rest ₹2,00,000/- to be submitted through other modes mentioned above.

1.4 FORFEITURE OF EMD:

EMD by the tenderer will be forfeited as per tender documents if:

- 1.4.1 After opening of price bid the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender, which is not acceptable to BHEL.
- 1.4.2 The Contractor fails to deposit the required Performance Security or commence the work within 15 days of LOI/ WO/ Contract.
- 1.4.3 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

PART – I (B) TECHNO-COMMERCIAL BID

1 QUALIFYING CRITERIA FOR THE CONTRACT

S. No	CATEGORY	DETAILS
2.1	<u>STATUS OF THE COMPANY</u> o Proprietorship: PAN card on owner name o For partnership firms: PAN card <u>and</u> PARTNERSHIP DEED o For others: PAN card in the name of company / firm / business <u>and</u> CERTIFICATE OF INCORPORATION / MOA <u>and</u> AOA.	copy to be uploaded in NIC portal
2.2	PAN / GST registration copy	copy to be uploaded in NIC portal
2.3	<u>PROOF OF EXPERIENCE:</u> PROOF OF EXPERIENCE: Minimum <u>One year of experience</u> (Cumulative) in Radiography Testing of Welds in Components such as Pipes or Tubes or in similar components executed after 31st March, 2015 (Experience proof from BHEL shall contain PO/ work order copies and experience proof from other than BHEL shall contain work order / agreement copies along with Form 26AS / TDS certificate / bank statement for payment from the organisation for the work executed to be enclosed.)	Documentary evidence (WO /Agreement/ Completion certificate) copy to be uploaded in NIC portal)
2.4	Details of 5 no's (2 cameras with 15 to 30 Curie strength and 3 cameras with 30 to 60 Curie strength). of Remotely operated cameras with Iridium192 source, approved by AERB/ Mumbai and owned by Vendor. (Details such as Serial No., Make, etc. to be uploaded in e-procurement portal)	Details such as Serial No., Make, etc. to be uploaded in NIC portal
2.5	Sign and sealed of this Tender Document in all pages or digitally sign on First Page should be uploaded Without fail.	Signed Copy to be uploaded in in NIC portal
2.6	No Deviation Declaration	Signed Copy to be uploaded in in NIC portal
2.7	Integrity Pact is applicable for this Tender. It is mandatory to accept the Integrity pact & submit the signed document attached along with this tender.	Signed Copy with witness to be uploaded in in NIC portal
2.8	Technical Bid Form (Excel Sheet)	Attached Technical Bid Form should be fill and uploaded. Without fail

Note:

1. **EMD /Pre Qualifying Criteria values indicated in the Tender may or may not; reflect any specified percentage on value of work. Hence, vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.**
2. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer.
3. At any stage, BHEL may ask for original documents and contractor has to submit the same
Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, / Procedural Actions in whatsoever manner as deemed fit.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

2 SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

2.1 Scope of Work

- The successful bidder(s) shall submit the SD and mobilize all the resources and start the work within 15 days of receipt of LOI.

TABLE -1 : Minimum Requirement and Distribution of Resource/Personnel

Bidder	Ir192 Isotope Camera Curie Strength		Total No. of Cameras	Personnel			
	15 to 30 Ci	30 to 60 Ci		Radiation Safety Officer/Site In charge (as per AERB norms)	BARC Certified Radiographers (as per AERB norms)	Trainee Radiographers/ Trained Assistants	Data entry operator cum documentation staff (with computer knowledge)
L1	2	3	5	1	6	6	3
L2	1	2	3	1	4	4	2
L3	1	1	2	1	3	3	1
Total	4	6	10	3	13	13	6

Notes:

- 1) Remotely operated cameras with Iridium192 source, approved by AERB/ Mumbai. **The radiography cameras deployed during the contract period must have been registered with AERB/ Mumbai in the name(s) of the contractor only. Vendor shall submit the proof of evidence of licence from AERB at the time of submission of bids.**
- 2) One RT batch consists of two personnel - one certified radiographer & one trained assistant.
- 3) **Distribution of radiographic batches:**
 - a) L1 bidder has to deploy 5 batches for night shift field RT and 1 batch for day time RT in enclosures.
 - b) L2 bidder has to employ 3 batches for night shift field RT and 1 batch for day time RT in enclosures.
 - c) L3 bidder has to employ 2 batches for night shift field RT and 1 batch for day time RT in enclosures.
- 4) Radiation safety officer/Site In-charge is responsible for all shift operations.
- 5) Reporting and documentation staff shall attend in General shift and B shift (as per BHEL requirement)
- 6) **The above is the minimum resource requirement. Vendor should deploy additional resources as and when notified by BHEL.**
- 7) At any stage, BHEL may ask for original documents and contractor has to submit the same.
- 8) If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor and business dealing with BHEL may be suspended.
- 9) The successful bidder who receives the PO shall submit within three weeks the Approval to Carryout Radiography Testing issued by Director of Boilers.

- The vendor is required to operate work anywhere in the manufacturing shops at BHEL-Trichy Unit I & II and PPPU Thirumayam. Whenever weld joints are offered by PPPU Thirumayam, transport to and fro (Trichy to Thirumayam) for taking up Radiography at PPPU Thirumayam will be arranged by PPPU Thirumayam at free of cost.
- The Radiography calls to be attended within 2 days from the date of inspection call.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

4. The vendor should make his own arrangement for stay, transportation of resources with accessories etc. to the place of works inside.
5. The contractor shall be required to operate radiography works either on the shop floor (Open Field radiography) or inside the approved radiographic Installations/enclosure. Open field radiography shall be carried out between 01.00 AM and 6.00 AM when there is no occupancy.
The radiography shall also have to be carried out on holidays and Sundays as per BHEL requirements.
6. Radiography shall be conducted in accordance with BHEL approved procedures which are in accordance with Article 2 of ASME Section V Section I, Section III, Section VIII and AWS in general. Wherever radiography has to be carried out with specific techniques, BHEL will provide the necessary procedures and guidance. Non-compliance to any of the clauses to the QCP / applicable standards and codes shall be cause for rejection of radiograph and the contractor will be required to re-radiograph at his own cost. Re-radiography shall be maintained below 5% as it will delay the completion of work. BHEL reserves the right to cancel the contract if the rejection and Re-radiography is more than 5% frequently.
7. Radiography batches shall be deployed as per BHEL requirements however there shall be Field Radiography on regular basis between 1AM to 6 AM when there is no occupancy. The work is expected to run in 3 shifts or only in the night shift. Hence whenever radiography is carried out, one Site-in Charge should be available for supervision and shall be answerable to BHEL for the performance, turn-out and safety aspects and other issues as and when arises.
8. Normal Working time shall be - 08.00 Hrs. to 16.30 Hrs. and 22:00 Hrs. to 06:00 Hrs. Contractors may be required to work in three shifts i.e., from 06.00 Hrs. to 14.00 Hrs., 14.00 Hrs. to 22.00 Hrs. and 22.00 Hrs. to 06.00 Hrs. (depending on necessity of work). When required the operators shall work on holidays also.
9. The contractor should make available necessary radiography cameras and Accessories {Penetrameters, Lead screens, Cassettes Densitometers/ Density Strips etc.) and Radiation Safety equipment for Area Monitoring (Survey meters), Personnel Monitoring equipment (TLD Badges, Pocket Dosimeter, etc. at BHEL site and shall maintain them in proper working condition throughout the period of contract., Survey instruments should be calibrated and periodically recalibrated by a recognized institution.
10. The contractor shall use only the radiographic films as stated in BHEL's Procedure/Technique Sheets. Also, the film processing chemicals shall be stored in the appropriate conditions. Film storage and Camera storage facility shall be provided by BHEL. Proper storage of the film shall be the contractor's responsibility. Necessary support for accommodating contractors' air conditioner(s) and their electricity charges shall be borne by BHEL. The chemicals either in liquid form or powder form for processing shall be brought in with entry and the same shall be disposed of at your end by moving the same out using disposal cans.
11. Lead intensifying screens and other accessories shall be used in accordance with BHEL procedures. Periodic replacement of screens and cassettes should be ensured.
12. Radiography of welds shall be carried out as per approved BHEL procedures prepared in accordance with National / International Codes / Standards and customer Specification.
13. The contractor shall complete the radiography works without any back log, meeting the Quality requirements. The contractor shall submit the processed radiographs for evaluation at NDT work Centre's by 8.00 AM every day positively. The radiographs shall accompany all the exposure parameters.
14. Contractor shall ensure all Safety precautions in accordance with AERB Regulations.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

15. The Preparation of Computer/SAP reports using Contractor manpower i.e., Data Entry Operators, with BHEL SAP system at various work centre's as per BHEL requirements.
16. Punching and paint marking of the radiographic reference numbers, segment numbers etc., on the jobs.
17. Marking the defective region on the weld after evaluation of radiographs using the tracings with appropriate color paint on the respective job.
18. Submission of radiation safety reports (including shield integrity of camera, deployed cameras, area& personnel monitoring etc.) by 1st of every month.
19. All personnel directly or indirectly involved in the radiographic work shall be covered by personnel monitoring service.

Other Terms and Conditions

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-IN CHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.
5. Payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL NDTL Area Executive.
6. The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

Deviation from the items provided in the contract documents.

- a. Extra items / new items of work.
- b. Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

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

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

Common Terms and Conditions for Works Contract relevant to Safety:

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contract employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors' work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractor/employees and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
10. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
11. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

2.2 LIQUIDATED DAMAGES (LD)/PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within 2 days from the date of inspection call,

- a. LD shall be levied @ 0.5 % of the value of Radiography inspection call for which RT is not taken within 2 days from the date of call per day of delay or part thereof subject to a maximum of 10% of the full order value. In case of any change to the order value, the LD / Penalty shall be of 10% of the revised order value.
- b. LD shall be levied in case if any unauthorized person (other than BARC RT-1) performing radiography is observed. No payment shall be made for that any particular day where such instance takes place.
- c. Any change in the manpower has to be replaced suitably with prior permission from NDTL /BHEL Trichy. Otherwise penalty equal to wage/day (for no. of days un approved personnel entry) will be imposed.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

Testing shall be done in accordance with BHEL technique sheet/procedures, failure of which will be viewed very seriously and may lead to termination of the respective personnel.

2.3 PAYMENT TERMS:

1. Payment will be made after completion of work on pro-rata basis based on actual work executed as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made as follows on submission of bill complete in all respect.
 - I. **90 days from Service Entry Sheet for Non MSME**
 - II. **60 days from Service Entry Sheet for Medium (UDYAM Certificate to be submitted)**
 - III. **45 days from Service Entry Sheet for MSE (for Micro and Small enterprises only- UDYAM Certificate to be submitted). If UDYAM Certificate not submitted substantiating the same, payment will be processed in Non MSME basis**
2. Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
 - a. The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time
 - b. Any other relevant document which is required from time to time as per BHEL requirement.
3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
5. No advance may be paid for operational or any other expenses.
6. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

2.4 INTEGRITY PACT (IP)

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

SI	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

1.2 The IP as enclosed with the Tender (Format-1) is to be submitted (duly signed by authorized signatory) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification

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

Note:

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

Details of contact person(s):

(1)

(2)

Name: M Sudala Srinivasan Designation : Manager Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2575478 Email: mssvasan@bhel.in	Name: K PRASATH Designation : ENGINEER Dept: Works Contracts Management Address: Bldg. 24 3rd Floor, HPBP, BHEL Trichy-14 Phone: 0431-2571573 Email: prasath@bhel.in
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WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

3 GENERAL TERMS & CONDITIONS OF THE CONTRACT

3.1 PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS

MSE suppliers can avail the intended benefits only if they submit **UDYAM Registration Certificate** along with the offer.

3.1.1 Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

3.1.2 Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

3.1.3 If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

3.2 REGISTRATION WITH STATUTORY BODIES:

- 3.2.1 If Company/ Firm/ Agency/ Vendor is not registered with PF, ESI and Labour License (as applicable), they will have to comply with the statutory requirements within 30 days from award of contract, otherwise their bills will not be processed.
- 3.2.2 If Company / Firm is not having valid labour License, they have to get registered immediately after award of contract, in case they are engaging more than 20 workers, and submit the same within 30 days from award of work failing to do so contract will be cancelled and BHEL will entrust the work to any other contractor at the risk and cost of the contract, and the contractor shall be liable to pay the extra expenditure.
- 3.2.3 The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others.
- 3.2.4 Apart from furnishing the above details, self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- 3.2.5 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent (or) Any document submitted by the bidder was fake and forged (or) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

3.3 GOODS AND SERVICES TAX (GST)

- 3.3.1 At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- 3.3.2 For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.
- 3.3.3 Response to Tenders for Indigenous contractor will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 3.3.4 Contractor shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like ERP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- 3.3.5 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 3.3.6 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
- 3.3.7 As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- 3.3.8 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 3.3.9 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 3.3.10 In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.
- 3.3.11 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 3.3.12 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.
- 3.3.13 In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- 3.4 TERMS FOR PRICE BID & RATE BASIS**
- 3.4.1 Price bid is to be submitted in a separate price bid form provided in the portal.
- 3.4.2 The period of the contract can be extended if required by BHEL and agreed by contractor.
- 3.4.3 Quotation should be valid for a period of 120 days from the date of tender opening.
- 3.4.4 The quoted rate should be excluding GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Such levies should be borne by the Contractor. GST will be paid extra only on submission of documentary evidence.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- 3.4.5 The quoted rate will be inclusive of supply of all items as per the scope of work. Any miscellaneous materials that have not been mentioned specifically in the specification/tender which are required for work, shall be deemed to be included in the specification and shall be supplied by the bidder without any extra charges. Any scope of activities which are not specifically mentioned in this specification but required for the completion of the work for safe, trouble free, normal operation shall be provided at no extra cost by the bidder, unless explicitly excluded in the specification. Any charges for the civil works/ construction materials used for the work will be in the scope of bidder.
- 3.4.6 The Contractor will have to cover their workmen under PF, ESI, Bonus Act etc. based on the above payment rate (Minimum Wage).
- 3.4.7 Except applicable statutory deductions towards EPF, ESI, etc., the above stipulated wages shall be paid by the Contractor without any deductions like advance, training cost, accommodation cost, loan, etc.
- 3.4.8 The contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Government rules & regulations.
- 3.4.9 New vendors responding against BHEL website/ NIC/ CPPP, may visit the area of work, if they want to know the scope/ work details, and also area of work, prior to quoting.
- 3.4.10 Evaluation of the offer shall be done on the basis of delivered cost (i.e. "Total Cost to BHEL").
- 3.4.11 The vendor will be permitted to work round the clock to complete the work.

3.5 RATE FINALIZATION

- 3.5.1 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 3.5.2 BHEL will finalize the rates through price bid opening. Hence, Tenderers are requested to give their best prices at the first instant itself.
- 3.5.3 In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.

3.6 CRITERIA FOR AWARD OF WORK

- 3.6.1 The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL" on basis of "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.
- 3.6.2 The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

3.7 TERMS & CONDITIONS FOR THE CONTRACTS

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

- i. The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- ii. The "work" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- iii. The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- iv. "The Officer-In charge" means, the Officer deputed by the Head of Indenting department (User), to supervise the work or part of the work.
- v. "Approved" and "Directed" means, the approval or direction of Head of Indenting department (User), or person deputed by him for the particular purposes.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- vi. BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM / WCM authorised to invite tenders and enter into contract for works on behalf of the Company.
- vii. The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- viii. A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- ix. A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- x. A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

3.7.2 HEADING TO THE CONTRACT CONDITIONS: The heading to these conditions shall not affect the interpretations thereof.

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

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

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

3.7.6 SUB-CONTRACT: The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

3.7.7 COMPLIANCE TO REGULATIONS AND BY-LAWS: The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3.7.8 Earnest Money Deposit (EMD) & PERFORMANCE SECURITY (Security Deposit SD):

Earnest Money Deposit (EMD) :

Tender must be accompanied by Earnest Money for the amount mentioned in Tender notice, pledged to BHEL, Trichy in any of the forms mentioned below .

3.7.8.1 Modes of deposit

a) 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 favour of BHEL (along with offer) .

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

(iii) Fixed Deposit Receipt (FDR). issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act **(FDR should be in the name of the Contractor, a/c BHEL).**

(iv) Bank Guarantee from any of the BHEL Listed Consortium Banks as per **ANNEXURE-Q5.**

(v) Insurance Surety Bonds.

- b. In addition to above, the EMD amount in excess of Rupees Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

3.7.8.2 Forfeiture of EMD

- bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the
- required performance security within the specified period mentioned in the Tender.
- EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

3.7.8.3 REFUND of EMD

- Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.
- Bid security should be refunded to the successful bidder on conclusion of the order/ receipt of a performance security (if called in the tender).

General Terms related to EMD :

Earnest Money Deposit (EMD) will not carry any interest .

Earnest Money Deposit (EMD) of the successful Tenderer will be retained as part of Security deposit .

3.7.8 3.7.8.4 PERFORMANCE SECURITY / SECURITY DEPOSIT (SD): Security Deposit should not be less than **Five Percent (5%)** of the contract value

Performance Security is to be furnished by a specified date (generally 14(fourteen) days after notification of the award) and it should remain valid for a period of **Six Months** beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

After issue of LOI / Work Order intimation, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action will be taken as per BHEL Contractor viz., legal, Contractual / Procedural Actions in whatsoever manner as deemed fit

SD conversion of EMD:

EMD of the successful Tenderer shall be converted and adjusted towards the required amount of Performance Security (SD) :

Modes of Deposit :

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

- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee (**as per BHEL Format**) from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 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).

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

(iv) 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).

(V) Insurance Surety Bond.

(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)

3.7.8.5 General Terms related to SD :

- The Performance Security will not carry any interest .
- Performance Security shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract .
- GST will be charged on the forfeited SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon .
- NOTE: Acceptance of Performance Security against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL . However, 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 .

3.7.8.6 Collection of Performance Security:

- LOI will be issued separately through mail, Performance Security has to be deposited within 15 days of LOI. Else EMD will be forfeited and may also attract the provision as per Tender terms and conditions and the contract will be consider as Breach of contract.
- If the value of work done at any time exceeds the contract value, the amount of Performance Security shall be correspondingly enhanced and the additional Performance Security shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Performance Security or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Performance Security being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the Performance Security has been so reduced .
- In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Performance Security will not be refunded / Bank Guarantee encashed .
- The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

3.7.8.7 Timely Submission of SD: Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. *In case of delay in submission of performance security, enhanced*

performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest.

3.7.8.8 REFUND OF PERFORMANCE SECURITY:

Performance Security will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of Performance Security will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provide by BHEL.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

3.7.8.9 FORFEITURE OF PERFORMANCE SECURITY:

The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

3.7.9 SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- i. Deviation from the items provided in the contract documents.
- ii. Extra items / new items of work.
- iii. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- iv. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided. Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
 - v. Copy of PAN card.
 - vi. Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
 - vii. Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
 - viii. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
 - ix. Any other relevant document which is required from time to time as per BHEL requirement.

3.7.10 PAYMENT OF BILLS: All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) after the certification of bills by the end user / executing agency.

- i. Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- ii. Payment shall be made against Certification by respective area Executive in charge.
- iii. Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

3.7.11 EXTENSION OF CONTRACT:

- BHEL reserves the right to extend the contract by up to a period of THREE (3) months beyond the original contract period, at the sole discretion of BHEL, upon written notice provided to contractor prior to the expiration of the contract. Such extension shall be on the same rate, terms and conditions as set forth in this contract.
- The rate quoted shall remain firm and valid throughout the contract period (including extended period, if needed) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
- Extensions of the Contract beyond three months of original contract period may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

3.7.12RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

3.7.13POST TECHNICAL AUDIT OF WORK AND BILLS: BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

3.7.14PREFERENCE TO MAKE IN INDIA: For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

3.7.15INCOME TAX:

- i. Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- ii. Self-attested copy of PAN card shall be submitted to Account Dept. along with original for verification.
- iii. TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

3.7.16GST:

- i. Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
- ii. After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
- iii. The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
 - Continuous Serial no. & date of the bill
 - Cost of the service
 - Separately showing the GST amount calculated at the applicable rate
 - PAN based GST Registration No.
- iv. The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

3.7.17AVAILING INPUT TAX CREDIT (ITC): As per GST in line with new GST Return System from 1st Oct 2019.

3.7.18ORDERS UNDER THE CONTRACT: All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

3.7.19CONTRACTOR'S SUPERVISION:

- i. The contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- ii. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.
- iii. The contractor or his accredited agent shall attend when required without making any claim for doing so to the Executive/WCM or OFFICER-INCHARGE, to receive instructions.
- iv. The respective area HOD have full powers and without assigning any reason, require the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

3.7.20LABOUR:

- i. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- ii. The Contractor shall comply with the applicable provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act. 1938, Employees Compensation Act 1923, Payment of Bonus Act, EPF and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and other relevant Acts and rules framed, there under from time to time.
- iii. Contractor shall be responsible for making payment of wages and shall ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- iv. Contractor shall have/ obtain license under CL(R&A) Act, 1970.
- v. The contractor has to disburse the salary/wages for their workmen only through Bank (RTGS). The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.

3.7.21COMPENSATION TO WORKMEN: BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, sewing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)
 - ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)
- a) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

3.7.22PRECAUTIONS AGAINST RISK: The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

3.7.23DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

3.7.24LAWS GOVERNING THE CONTRACT:

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

- i. Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- ii. No BHEL employee and their dependents are eligible to submit their offer against this tender.

3.7.25CANCELLATION OF CONTRACT FOR CORRUPT ACTS: BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default. If the Contractor shall:

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

OR

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

OR

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

3.7.26CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

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

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

OR

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

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

- ii. Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- iii. In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.
- iv. Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

3.7.27 CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- i. makes default in carrying out the work as directed and continues in that state after a reasonable notice from Head of WCM., or his authorised representative;
- ii. fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by Head of WCM., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the contractor under this contract the contractor shall either pay the excess amount ordered by Executive/WCM or the same shall be recovered from the contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Head of WCM., whose decision shall be final and conclusive.

3.7.28 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

3.7.29SPECIAL POWER TO TERMINATION: If at any time after the award of contract, BHEL shall for any reason whatsoever does not require whole or any part of the work to be carried out, then Head of WCM shall give notice in writing of the fact to the Contractor and terminate the contract. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

3.7.30FORCE MAJEURE CLAUSE: If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager/WCM subject to prompt notification by the contractor.

3.7.31JURISDICTION: In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the aforesaid arbitration clause.

3.7.32SIGNING OF CONTRACT: Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

3.7.33FRAUD PREVENTION POLICY: The Bidder along with its associate/ collaborators/ sub – vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

3.7.34SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS: Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

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

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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

3.7.35**SECURITY OF CONFIDENTIAL INFORMATION:** The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.

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

3.7.36**STATUTORY REQUIREMENTS:**

- i. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- ii. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- iii. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- iv. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- v. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

3.7.37**MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

3.7.38REMOTE TRANSACTIONS: The contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

3.7.39CHANGE IN CONSTITUTION OF FIRM: Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the contract.

3.7.40LIEN OF CONSIGNMENTS: The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

3.7.41SAFEGUARD OF EMPLOYER'S INTERESTS: Contractor shall watch and safeguard Employer's interests during the performance of the work. The contractor shall carefully check each and every consignment/item/commodity with the relevant forms/documents.

3.7.42RIGHTS:

- i. BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.
- ii. In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract
- iii. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.
- iv. The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.
- v. The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.
- vi. BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- 3.7.43 BREACH OF CONTRACT, REMEDIES AND TERMINATION:** In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

3.8 COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

- 3.8.1** The contractor shall not engage in connection with the work any person who has not completed 18 years of age. The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.

- a) The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- b) The minimum wages Act 1948 and the related rules
- c) The payment of wages Act 1936 and the related rules.
- d) The Factories Act 1948 and related Tamil Nadu Rules.
- e) The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- f) The Employees State Insurance Act 1948.
- g) Workmen Compensation Act 1923
- h) Payment of Bonus Act 1965
- i) Maternity Benefit Act, 1961
- j) Payment of Gratuity Act, 1972
- k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- l) Equal Remuneration Act, 1976
- m) Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
- n) The Industrial Disputes Act 1947

and any other law, or modifications to the above or to the rules made there under from time to time.

3.8.2 REGISTRATIONS AND LICENCING:

Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.

- a) Name of the Contractor
- b) Nature of Work
- c) Period of Work
- d) Number of maximum labour employed by him on anyone day.
- e) License No. & Date (Applicable in case of contractors employing 20 or more workers)
- f) The labourer should be enrolled with PF, ESI and enrolment No should be furnished on finalization of contract.

The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.

WAGES: The contractor has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others. The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamil Nadu Government from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge for each month. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:

- a) Serial Number

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- b) Location
- c) Period of Work
- d) No. of Contract labour engaged during the month
- e) No. of days worked
- f) No. of Man – days worked
- g) Wages paid to his workers.

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

3.8.3 REGISTERS AND RECORDS: The contractor shall maintain necessary documents/ Formats and Registers and submit returns as required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL Management and to the Licensing Authority. All registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by inspector or any authority under The Act.

3.8.4 WORKING CONDITIONS:

- a) The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
- b) The contractor shall ensure that his workmen vacate the premises after shift is over.
- c) The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.
- d) BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

3.8.5 NOTICES OF ACCIDENTS: In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

3.8.6 COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:

- a) The contractor shall ensure that all his workmen are covered under the Employee's Sate Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.
- b) The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- c) The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.
- d) The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.
- e) Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- f) In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- g) The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- h) Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

3.8.7 BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN:

- a) The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- b) The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for period of ten days.
- c) The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- d) The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- e) The contractor should educate the contract workmen in registering the attendance through the system.
- f) Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- g) If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- h) On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
- i) If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs.100/-.
- j) The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
- k) The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

3.8.8 SAFETY CONDITIONS: Tamil Nadu Factories Rules, 1950:

- a) Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.
- b) Rule 61G: Stacking and storing of materials etc.: No materials or Equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.
- c) Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.
- d) Rule 96: Notification of Accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

3.8.9 COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY:

- a) All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
- b) Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
- c) Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
- d) Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- e) The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- f) Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- g) Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- h) Smoking is not allowed in work area.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- i) BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- j) It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- k) It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

3.8.10TERMS & CONDITIONS of the Contract shall be applicable to the extent that the condition therein do not supersede these special condition given below:

- a) The Contractor or his/ her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- b) Contractor shall supervise the work carried out by his/her employees.
- c) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
- e) Contractor will be responsible for the good conduct of his/her employees. In case any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- f) Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
- g) Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.
- h) In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- j) Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
- k) The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/ Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- l) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- m) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- n) Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor. In order to ensure compliance to Minimum Wage payment to all workmen entering the factory premises, the entry of manpower shall be regulated based on the quoted/awarded value and the prevailing minimum wages.
- o) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- p) The Contractor has to equip himself with standard wire ropes, nylon ropes, belt, lifting tackles, tools etc. In addition, BHEL will supply special type of wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required if necessary.
- q) The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.

- r) Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- s) The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- t) WCM will be arranging the contract. User Department is to be approached by the contractor regarding execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

3.8.11 Bidder Declaration:

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

3.8.12 Resolution of Disputes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

Notes:

- 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

The Annexure (as below) together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the tender.

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

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

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

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

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

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

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

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

Annexure: BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores.
5. Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
6. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
7. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
8. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
9. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

10. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
11. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
12. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
13. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
14. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
15. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
16. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
17. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
20. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
21. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
22. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
23. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

24. The Conciliator(s) shall be entitled to following fees and facilities:

SI No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores.
		Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

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

25. The parties will bear their own costs including cost of presenting their cases / evidence / witness(es) / expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
26. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
27. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
28. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
29. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
30. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
31. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
32. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
34. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
35. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

Appendix I

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR / VENDOR / CUSTOMER / COLLABORATOR / CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No _____ & date____

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

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

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation Date

Appendix III

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

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

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

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

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

3.8.13 GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.

- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in **their GSTR-1 Return/ IFF**
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (**in GSTR-1/ IFF**) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (**in BHEL's GSTR-2A/ GSTR-2B**).
- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- h) In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.
- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on risk & cost recovered from suppliers/ contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on risk and cost amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –

Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal

3.8.14 Conflict of Interest:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be**

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal.

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

3.8.15 Resolution of Disputes between CPSE & Government departments:

In the event of any Disputes or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government departments/ Organizations (excluding disputes relating to railways, Income Tax, Customs and Excise departments). Such disputes, are difference shall be taken up with by either party for its resolution through AMRCD as mentioned in DPE OM No: 05/0003/2019-FTS 10937 Dated 14Th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

ANNEXURE – I

E-PAYMENTS

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL- Tiruchirappalli through SBI e-collect.
- Vendors (EMD and SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

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

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.sbi
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

FORMAT-1

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract's for "WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM."

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s)

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons. 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s) / Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)! Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD. BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

Tender Ref. No.: 9472400085/ 24.09.2024

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the principal

For & On behalf of the Bidder/Contractor



K. PRAVEEN
Engineer
Works Contracts Management
BHEL, TRICHY - 620 014.


(Office Seal)

Place: Trichy

Date: 23.09.2024

Witness: (Name & Address)

Witness: (Name & Address)



DINESHWAR PAHAN
Dy. Engineer
Works Contracts Management
BHEL, TRICHY - 620 014.

WORKS CONTRACT FOR RADIOGRAPHY TESTING OF WELDS IN BOILER AND PRESSURE VESSEL COMPONENTS/OFE /VALVES/ATP-NPCIL SGs/ATP-BARC EQUIPMENTS AT NDTL BHEL TRICHY AND PPPU THIRUMAYAM.

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PART-II (PRICE BID)
(FOR REFERENCE ONLY)

(Vendor to fill the value in excel sheet and upload in <https://eprocurebhel.co.in> portal)

NUMBER		TEXT		NUMBER		TEXT	
Sl. No.	Item Description	Service Qty (M ²) (A)	Unit	Vendor to quote Per Sq. meter (M ²) Rate (Excluding GST) (Rs. P (B))	TOTAL Value (Excluding GST) (F) (C = A x B)	TOTAL AMOUNT In Words (Excluding GST)	
1	Description	3	4	5	6	6	
1.1	Service Contract for Outsourcing of Radiography Testing of Welds in Boiler and Pressure Vessel components / OFE / Valves / ATP-NPCIL SGs / ATP-BARC Equipment's at NDTL BHEL Trichy and PPPU Thirumayam.	10302	Sq. meter (M ²)		0.000	INR Zero Only	
Total in Figures					0.000	INR Zero Only	
Quoted Rate in Words		INR Zero Only					

Note: Do not write any amount/ values here.) Quote should be given only online in price bid xl-format).

GRAND TOTAL i.e. Total lump sum value for the work, for all the items based on this BOQ, given for the total contract duration of **24 (Twenty four Months)**, including all the taxes (except applicable Goods & Service Tax, should be given only online in xl-format, in eProcurement portal.

Note:

1. Total lump sum amount quoted by vendor online, is for all the items in BOQ, for the quantity indicated, for the total contract duration as per tender.
2. The amount should be quoted inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, except applicable GST. Applicable GST% shall be indicated, separately as required in tender, online. Goods & Service Tax will be paid extra on production of documentary evidence.
3. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
4. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
5. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied except Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
6. No other pre conditions along with your offer will be entertained by BHEL.
7. The contractor while quoting shall take care of units specified against every item in bill of quantities.