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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

P.B. No 2606, Mysore Road, Bangalore - 560 026

Phone: 080 – 26998109/8693, Fax: 080 – 26989217 / 26989222 e-mail id: [rudraroy@bhel.in](mailto:rudraroy@bhel.in)

To,

\_\_\_\_\_, (Name & address of the bidder with Contact details)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact No: \_\_\_\_\_ Email ID: \_\_\_\_\_

Dear Sirs,

**Sub: Tender enquiry for sub-contract work of R&M – Dismantling of old AVR panel, Erection work & Commissioning support for One UNIT of new DAVR panels at GSECL-KACHCHH LIGNITE THERMAL POWER STATION (1 X 70 MW), Unit – 2, KACHCHH**

Tender Enquiry Number : CE/ES/2019-20/02/KLTPS/U#2/R&M-DAVR/RR

Tender date : 19.06.2019

Tender due Date and Time: 01.07.2019 13:00 Hrs.

Sealed tenders in single part are invited for taking up the subject contract work of Erection and Commissioning support of DAVR panels. The following details may be carefully studied and considered in responding to the enquiry.

1. The work is to be executed at GSECL- KACHCHH LIGNITE THERMAL POWER STATION (KLTPS), Unit-2, PANANDHRO, PO: S.K. VARMANAGAR-370601, TALUKA LAKHPAT, KACHCHH, GUJARAT (INDIA).
2. No extension of time will be given for submission of offer under any circumstances.
3. Offer cover shall be super scribed with the "Tender Enquiry number, due date and time".
4. Offer can be sent by post/courier addressed to the **Addl. General Manager/ External Services Department, New Engineering Building (NEB), 5<sup>th</sup> Floor, BHEL- Electronics Division (EDN), P.B. No. 2606, Mysore Road, Bangalore-560 026** so as to reach us before the due date and time.
5. The Single Part Bid shall be opened at Tender opening room situated near Reception, BHEL-EDN, Bangalore **on 01.07.2019 at 13:30 hours** in the presence of bidder who wish to be present. Online bids/offer if submitted are not acceptable and will be summarily rejected and shall not be considered for further evaluation. Tender received after due date and time is treated as late Tender and shall not be considered for evaluation.
6. The tender is for one set of DAVR panel. (Refer Page 10 of 19)
7. The validity of offer shall be for 90 days from the date of opening of tender.



8. The prices quoted shall be FIRM. No escalation in price/s will be allowed.
9. GST, if applicable, will be paid only if it is matching with data uploaded by the Bidder in GST portal. The Bidder shall mention Bidder's GST registration number, SAC code and GST rate as applicable.
10. The bidder shall submit a **copy of PAN Card, GSTIN (if applicable), ESI registration (if applicable), PF registration document (if applicable) & copy of MSME Certificate (if applicable) with the bid.**
11. The tender is likely to be finalized in a very short time.
12. The bidder is advised to visit the project site to familiarize themselves with the project site conditions.
13. Estimated value of work: **Rs 1,33,000/-** (Rupees One Lakh Thirty-Three Thousand only) exclusive of GST.
14. The estimated time for completion of work is around 15 days or in line with GSECL-KLTPS program for unit shut down and re-synchronizing of the unit whichever is later.
15. Advance payment and interim payment will **not** be paid to the Contractor.
16. For any clarification on this tender, Sr. Engineer / External Services may please be contacted on phone no. 080-26998109/8693 Fax no. 080-26989222 / 26989217, email id: [rudraroy@bhel.in](mailto:rudraroy@bhel.in)

Enquiry comprising of following documents are issued herewith:

- a) Section 1: Special Instructions
- b) Section 2: Scope of Work
- c) Section 3: Schedule of price
- d) Section 4: List of Drawing.
- e) Section 5: Special conditions of contract.
- f) Section 6: Certificate of Declaration for Confirming knowledge of Site Condition
- g) Section 7: Non-Disclosure Agreement
- h) Section 8: No deviation certificate.

BHEL reserves the right to cancel or reject the offer either partly or in full without assigning any reasons thereof.

Kindly acknowledge receipt of this tender enquiry. In case bidder does not want to quote against this enquiry, a written communication may please be sent to the undersigned before the tender opening date and time.

Bidder is advised to return one set duly signed in all the pages along with the offer.

Thanking you,

Yours Faithfully,  
For & On behalf of BHEL-EDN

*Rudra Roy*

(RUDRA ROY)  
Sr. ENGINEER / EXTERNAL SERVICES

Signature and Seal of the Bidder



**SECTION 1**  
**SPECIAL INSTRUCTIONS**

1. The offer shall be submitted in a single part in a **sealed envelope** prominently super scribing the “**Tender Enquiry Number, due date and time**” as mentioned in the covering letter.
2. The bidder is requested to carefully and thoroughly read the instructions/ documents sent to them. For any further clarifications BHEL may be contacted.
3. The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.

4. **Pre-Qualification Requirement:**

**The Bidders having past experience of successfully completed similar type of job like “shifting & erection of panels, cabling, glanding, ferruling & termination” are only eligible to participate.**

**Supporting documents like work completion certificates or work orders to be submitted along with the offer documents.**

5. **EARNEST MONEY DEPOST (EMD)**

a. **EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.**

b. An amount of **Rs. 2660.00 /- (INDIAN RUPEES TWO THOUSAND SIX HUNDRED AND SIXTY ONLY)** towards ‘**Earnest Money Deposit**’ (EMD) in the form of Banker’s Cheque/ Pay order/ crossed **DEMAND DRAFT** drawn in favour of “**Bharat Heavy Electricals Limited**” payable at Bangalore shall be sent along with the bid **(OR) EMD** in the form of **SBI collect (online payment)** is also acceptable.

**EMD in any other form will not be accepted.** Step by Step procedure for SBI Collect is shown below.

**SBI E-Collect Payment procedure Steps:**

- i. Click on the link: <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
- ii. Agree the terms and condition click on proceed
- iii. Choose State of Corporate: **KARNATAKA**
- iv. Type of Corporate: **PSU – PUBLIC SECTOR UNDERTAKING**
- v. Select Industry: **BHARAT HEAVY ELECTRICALS LTD.**
- vi. Select category: **OTHERS**

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- vii. Fill the necessary information.
- viii. Make the payment through any net banking/Debit card.
- ix. Download Receipt keep it for reference (**Copy to be forwarded to BHEL with bid**)
- c. EMD shall not carry any interest.
- d. EMD by the tenderer will be forfeited if after opening the tender, the tenderer revokes his tender within the validity period or increases the rates w.r.t earlier quoted rates.
- e. EMD by tenderer will be forfeited if the tenderer fail to deposit the required security deposit or does not commence the work within the period as per LOI / contract.
- f. EMD given by all unsuccessful tenderers shall be refunded normally within thirty days of acceptance of award of work by the successful tenderer & tenderer should have submitted required formats (NEFT form certified by Bank Manager in original) for EFT mode of payment along with a crossed cancelled Cheque.
- g. EMD of the successful bidder will be adjusted to security deposit (SD) partly.
6. **Security deposit @ 5%** of the contract value (including GST) shall be paid by the successful bidder. The successful bidder has option to pay a minimum of 50% of the SD amount by pay order or demand draft or SBI Collect remittance in favor of BHEL, payable at Bangalore before start of work and balance 50% can be recovered from the Running Bills.  
The Bidder shall submit Security Deposit within 15 days from the date of issue of LOA/WO as per the General Conditions of Contract (GCC) or before commencement of work whichever is earlier.
7. The security deposit shall not carry any interest.
8. The Contractor will have to submit a certificate to BHEL declaring that the Contractor has complied to all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract.
9. Security Deposit amount will be returned after 90 days from the date of successful completion of work as per the contract after duly certified by BHEL Site Engineer and on receipt of compliance certificate.
10. Workmanship guarantee is applicable for a period of 90 days from the date of successful completion of work. Any rectification work to be carried out during the guarantee period shall be carried out at free of cost.
11. The Contractor shall mobilize his men, materials, tools & tackles to site immediately from the date of intimation from BHEL or release of LOI / WO.

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12. In addition to the local laws and regulations the bidder shall also comply with the Minimum Wages Act. The Payment of Wages Act including periodic revisions and the rules made there under in respect of labor currently employed on or connected with the contract shall be followed.
13. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per section 8.
14. Bidder shall return one set of this tender documents with each page duly signed & stamped by them to BHEL along with their offer.
15. The work will be taken up tentatively in first week of July 2019 for at Unit- 2 for R&M of DAVR or as and when Customer/GSECL-KLTPS gives the shutdown and the work shall be completed as per the BHEL's/ GSECL-KLTPS' requirement/Shutdown schedule. Exact date of requirement shall be intimated by BHEL. However, the work shall be completed within 15 days or in line with GSECL-KLTPS program for unit shut down and re-synchronizing of the unit.
16. **Payment term:** 100% payment (less 50% of SD amount, as applicable if the total SD amount is not received) will be released within 30 days from the date of receipt of bill at BHEL-EDN, Bangalore on completion of work and certification by BHEL site Engineer or BHEL-Customer. Bill shall be forwarded to BHEL-EDN, Bangalore for process and release of payment will be from Bangalore.
17. **Mode of payment:** Payment will be made by EFT and the charges shall be borne by the Contractor. The Contractor will be required to submit NEFT mandate form duly certified by bank for EFT mode of payment along with a crossed cancelled Cheque, PAN card.
18. No claim certificate to be submitted along with the invoice for payment.
19. GST, if applicable, shall be paid extra. A copy of GST registration certificate shall be enclosed with the offer.
20. Income tax plus surcharge as applicable will be deducted from the gross amount of each bill. Please indicate the IT PAN and a copy of PAN Card be submitted with the offer.
21. **Goods and Services Tax (GST):**
- BHEL EDN GSTN for this job is 29AAACB4146P1ZB. All invoices to contain BHEL EDN GST No.
  - The Bidder shall mention Bidder's GSTN number in all quotations and Invoices submitted (if applicable).

Signature and Seal of the Bidder

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- c) The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted (if applicable).
  - d) Invoices submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC code etc. Invoice should be submitted in original for buyer plus duplicate for credit availing.
  - e) Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
  - f) Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
  - g) For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the Invoice.
  - h) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied on BHEL.
  - i) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied on BHEL.
  - j) Penalty if any, charged to successful bidder during execution of the job, GST as applicable will be recovered along with penalty amount.
  - k) The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder’s bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
  - l) Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
  - m) Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
  - n) As per GOI, Ministry of Finance – 1<sup>st</sup> day of October ,2018, as the date on which the provisions of section 51 GST Act shall has come into force. If applicable, for this contract to be acceptable to contractor for deduction of GST TDS on taxable value excluding GST.

## **22. LIQUIDATED DAMAGES (LD):**

For delay in completion of shutdown work beyond 15 days or as per customer GSECL-KLTPS’ program for unit shut down and re-synchronizing of the unit whichever is later, for reasons attributable to the Contractor, the LD shall be applicable at the rate of ½% of the Contract value per week of delay or part thereof limited to a ceiling of 10% of the Contract Value.

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## SECTION 2 SCOPE OF WORK

### WORK OF DISMANTLING OF EXISTING EXCITATION SYSTEM & ERECTION WORK & COMMISSIONING SUPPORT FOR ONE SET OF NEW DAVR SYSTEM, AT GSECL-KACHCHH LIGNITE THERMAL POWER STATION- KLTPS, UNIT – 2 (1 X 70 MW),

#### A) SCOPE OF WORK

| Sl. No | DESCRIPTION OF JOB   |
|--------|--|
| 1      | DISMANTLING OF EXISTING AVR PANELS (INCLUDING DISCONNECTION OF EXISTING POWER AND CONTROL CABLES, PULSE TRANSFORMERS AND FINAL STAGE RACKS) AND SHIFTING TO CUSTOMER DESIGNATED PLACE / STORE.   |
| 2.     | SHIFTING OF NEW DAVR-REGULATION CUBICLE (SUITE OF 2 PANELS, APPROXIMATE TOTAL WEIGHT: 2000 KG) FROM STORAGE PLACE TO THE PLACE OF ERECTION, INSTALLATION OF CUBICLES. GROUTING OF FOUNDATION BOLTS OR WELDING TO BASE FRAME.   |
| 3.     | LAYING OF PRE-FABRICATED CABLE WITH CIRCULAR POLE CONNECTORS, PULSE CABLES BETWEEN REGULATION, FIELD SUPPRESSION, AND THYRISTOR (EXISTING) PANELS. MOUNTING OF NEW PULSE TRANSFORMER & ASSISTANCE IN MODIFICATION IN OTHER PANELS. OTHER NECESSARY CABLES LAYING, RE-ROUTING OF CABLES IN BETWEEN THE PANELS IF REQUIRED. INTERCONNECTION OF ALL CABLES (POWER, TRIAXIAL, PRE-FABRICATED AND CONTROL CABLES), LAYING OF NEW CABLES (IF REQUIRED). TERMINATION WORK & SUPPLY OF CONSUMABLES LIKE FERRULES(PRINTED/HARD), LUGS, GLANDS (DOUBLE COMPRESSION) FOR TERMINATIONS, WHEREVER REQUIRED. EXCITATION PANELS EARTHING ETC. |
| 4.     | DRILLING OF HOLES IN THE GLAND PLATE, GLANDING OF CABLES AND PUTTING METALLIC CABLE TAGS.  |
| 5.     | PROVIDING MAN POWER DURING PRE-COMMISSIONING AND COMMISSIONING CHECKS/TILL THE COMPLETION OF WORK. BASIC TOOLS AND TACKLES REQUIRED FOR SMOOTH CONDUCT OF TESTING OF EQUIPMENT.  |

#### B) OTHER WORKS:

- Assistance for verification of materials at site.
- Cable dressing / tagging etc.,
- Panel Earthing
- Removal of related debris and cleaning of area
- Any other minor work for satisfactory completion of contract

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### C) MAN POWER:

Supervisor, Electricians/Technicians with Helper and Welder/Fitter with Helpers are to be provided to assist BHEL site engineer during Dismantling of Existing panel and Erection of New Panel, Grouting of Foundation Base and Welding, Testing, Modifications and commissioning of DAVR System.

### D) SUPPLY OF MATERIALS:

Consumables for cable laying & termination such as, ferrules (Printed), lugs (Snap- on type 1.5 & 2.5 Sq. mm size, Ring type (M4 size) small ring Size 1.5 & 2.5 Sq. mm size, tubular, Pin type etc.) cables ties, tags, clamps, Cable Glands -Sizes and quantities as required etc. as per requirement to be procured and used by the Contractor at no extra cost to BHEL.

**E) All tools & tackles** required for carrying out the erection and commissioning work to be arranged by the Contractor including the following instruments:

- i) Megger 0-1KV – 1no.
- ii) Digital multi-meter – 2 nos.
- iii) Ferrule printing machine with printing tube (10 mtrs) – 1set
- iv) Angle grinder/cutter/hole saw
- v) Spanners, allen key and screw driver set
- vi) Crimping Tool (size- 0.75/0.5/1.5/2.5/4/6 and upto 50sqmm)
- vii) Electrician Tool Kit – 1 Set (min)

Security of all the materials (Tools and Tackles) during erection of the equipment till the commissioning is in the scope of Contractor. Any damage due to improper handling/ misplacement/ loss of material during the job execution will be recovered from the Contractor in full.

Being shutdown job, this work has to be completed within 15 days or in line with GSECL-KLTPS program for unit shut down and re-synchronizing of the unit as said in point 15 (page 5 of 19).

The Contractor should be able to depute required manpower immediately as desired by BHEL Site Engineer's intimation.

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**SECTION - 3**  
**SCHEDULE OF PRICE**

LUMPSUM AMOUNT FOR THE WORK OF DISMANTLING OF EXISTING EXCITATION SYSTEM AND ERECTION & COMMISSIONING OF NEW DAVR SYSTEM AT GSECL- KACHCHH LIGNITE THERMAL POWER STATION, PANANDHRO, PO: S.K. VARMANAGAR-370601, TALUKA LAKHPAT, KACHCHH, GUJARAT (INDIA) Unit-2

| Sl. No | DESCRIPTION OF JOB   |
|--------|--|
| 1      | DISMANTLING OF EXISTING AVR PANELS (INCLUDING DISCONNECTION OF EXISTING POWER AND CONTROL CABLES, PULSE TRANSFORMERS AND FINAL STAGE RACKS) AND SHIFTING TO CUSTOMER DESIGNATED PLACE / STORE.   |
| 2.     | SHIFTING OF NEW DAVR-REGULATION CUBICLE (SUITE OF 2 PANELS, APPROXIMATE TOTAL WEIGHT: 2000 KG) FROM STORAGE PLACE TO THE PLACE OF ERECTION, INSTALLATION OF CUBICLES. GROUTING OF FOUNDATION BOLTS OR WELDING TO BASE FRAME.   |
| 3.     | LAYING OF PRE-FABRICATED CABLE WITH CIRCULAR POLE CONNECTORS, PULSE CABLES BETWEEN REGULATION, FIELD SUPPRESSION, AND THYRISTOR (EXISTING) PANELS. MOUNTING OF NEW PULSE TRANSFORMER & ASSISTANCE IN MODIFICATION IN OTHER PANELS. OTHER NECESSARY CABLES LAYING, RE-ROUTING OF CABLES IN BETWEEN THE PANELS IF REQUIRED. INTERCONNECTION OF ALL CABLES (POWER, TRIAXIAL, PRE-FABRICATED AND CONTROL CABLES), LAYING OF NEW CABLES (IF REQUIRED). TERMINATION WORK & SUPPLY OF CONSUMABLES LIKE FERRULES(PRINTED/HARD), LUGS, GLANDS (DOUBLE COMPRESSION) FOR TERMINATIONS, WHEREVER REQUIRED. EXCITATION PANELS EARTHING ETC. |
| 4.     | DRILLING OF HOLES IN THE GLAND PLATE, GLANDING OF CABLES AND PUTTING METALLIC CABLE TAGS.  |
| 5.     | PROVIDING MAN POWER DURING PRE-COMMISSIONING AND COMMISSIONING CHECKS/TILL THE COMPLETION OF WORK. BASIC TOOLS AND TACKLES REQUIRED FOR SMOOTH CONDUCT OF TESTING OF EQUIPMENT.  |
| A      | BASIC LUMPSUM CHARGES FOR THE UNIT WORK  |
|        | Rs.  |

GST Registration No (If Applicable) \_\_\_\_\_

\*SAC Code: \_\_\_\_\_

\*GST Rate @ \_\_\_\_\_ (%) PERCENTAGE. GST AMOUNT ON (A): Rs. \_\_\_\_\_

TOTAL AMOUNT (INCLUDING/EXCLUDING GST) IS: Rs. \_\_\_\_\_

IN FIGURES: \_\_\_\_\_

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**SECTION 4**  
**LIST OF DRAWING / DOCUMENT**

1. OGA OF STATIC EXCITATION EQUIPMENT (DIGITAL REGULATION CUBICLE)
  - DRAWING NO. 3-653-00-11063 REV.00

Note: The drawings can be availed on e-mail request.

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## **SECTION 5** **SPECIAL CONDITIONS OF CONTRACT**

The work is to be executed at GSECL- KACHCHH LIGNITE THERMAL POWER STATION, PANANDHRO, PO: S.K. VARMANAGAR-370601, TALUKA LAKHPAT, KACHCHH, GUJARAT (INDIA) Unit-2 (70 MW)

1. The Contractors shall get themselves familiar with the site and nature of job in advance where the works is to be executed before quoting their rates.
2. Contractors with erection experience in erection of panels, cable laying & termination work can quote for this job.
3. Apart from GST, any other govt. taxes as applicable from time to time shall be borne by the Contractor.
4. The Contractor shall arrange to obtain valid gate passes for his men and equipment's from the concerned authorities.
5. No man / material / equipment not covered by valid gate pass shall be permitted within the power station area and no material / equipment shall be permitted to be taken out of the power station unless authorized by concerned authority. The Contractor shall be held fully responsible for any delays / losses / damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
6. Carrying / striking of matches, lighters or smoking or other acts which may cause fire hazards in the restricted area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas etc. is strictly prohibited.
7. In the prescribed areas of power station no hot work such as welding, gas cutting etc., which may cause fire hazards shall be carried out unless valid gas safety / fire permit is obtained from the BHEL site Engineer and necessary precautions are taken to avoid any risk of fire hazards.
8. The Contractor shall compulsorily provide Personal Protective Equipment's (PPE's) to his employees & in the event of his not providing the same by date specified by Customer or as mentioned in contract, it will be provided by BHEL/GSECL-KLTPS at Contractor's risk and cost of the same will be recovered from the bill/s.

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9. All necessary personal safety equipment as considered adequate by the BHEL site Engineer or the safety officer of GSECL-KLTPS should be made available at Contractor's cost for use by the persons employed at the site and be maintained in a condition suitable for immediate use. The Contractor should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.
10. The Contractor shall obtain permission from appropriate authority / license if required under any applicable law regulations for engaging labors for execution of the work and observe all terms and conditions of the said authorization / license.
11. The Contractor shall comply with the provision of all applicable labor legislation / Acts pertaining to payment of wages and shall pay his workers' wages not less than minimum as applicable in GSECL-KLTPS premises.
12. The Contractor has to make his own arrangement for T&P safety appliances and consumables required for the above job.
13. The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.
14. Any person below the age of 18 years shall not be deployed for the work.
15. The Contractor shall be required to pay full wages to the workers as per prevailing rules.
16. If the Contractor fails to deploy required numbers of labors as per the terms of contract, then recovery @ double the minimum wages of unskilled labour shall be effected for number of labors less than the specified requirement, if not specially mentioned otherwise.
17. The Contractor has to comply with the safety requirement of the GSECL-KLTPS premises.
18. The Contractor shall possess "**Independent PF code & ESI code**". Contractor has to observe all formalities as per PF & ESI act or Workmen Compensation Insurance, as applicable.
19. The Contractor shall be liable to comply with provisions under the various labour legislations. Besides other obligations under the labour legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief labour commissioner, Provident fund under the Provident

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Fund Act, compensation under the workmen compensation Act, Retrenchment compensation etc. The Contractor shall indemnify BHEL / GSECL-KLTPS against all claims, damages and compensations on account of his failure to comply with statutory provisions.

20. The Contractor shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
21. In case of any conflict amongst the various drawings and other tender documents, the decision of the BHEL site Engineer shall be final and binding.
22. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Contractor arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL-EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.
23. It would be the responsibility of the Contractor to give weekly off and other holidays to their employees as applicable at the place of working (GSECL-KLTPS).
24. As per GSECL-KLTPS statutory requirement, the Contractor and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property. **Contractor shall also take workmen compensation insurance cover for the workers employed by him at his own cost.**
25. No complaints from Contractor's workmen with regard to nature of work entrusted or place of work will be entertained.
26. The Contractor or his authorized representative shall be available at plant site daily for receiving necessary instructions from Engineer –In-Charge, BHEL and to carry out the work accordingly.
27. The Contractor should note that the labor under their contract will be working in the vicinity of running equipment's and they should give proper instructions to all the workers under their control to be careful so as to avoid any accidents.
28. The Contractor is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.

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29. BHEL site engineer reserves the right to deduct / recommend for deduction a suitable amount from the contractor's bills for poor workmanship / for improper or insufficient tools /for supply of insufficient manpower during E&C work / consumables etc. at his sole discretion.

Note: The term 'Company' means BHEL (Bharat Heavy Electricals Limited) and Customer means 'GSECL-KLTPS' (Gujarat State Electricity Corporation Limited- Kachchh Lignite Thermal Power Station).

### 30. INSURANCE

31.1 BHEL / its Customer shall arrange for insuring the materials / property of BHEL / its Customer covering the risks during transit, storage, erection and commissioning.

31.2 **It shall be the sole responsibility of the Bidder to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation**, if any, to them as per Workmen's Compensation Act. The Bidder shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the Bidder.

31.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occur to any other persons/ public, the Bidder shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

31.4 The Bidder will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or Customer. For lodging / processing of insurance claim the Bidder will submit necessary documents. BHEL will reserve the right to recover the loss from the Bidder, in case the damage / loss is due to carelessness / negligence on the part of the Bidder. In case of any theft of material under Bidder's custody, matter shall be reported to police by the Bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.

31.5 If due to negligence/ carelessness on the part of the Bidder, any material/ equipment gets damaged, the Bidder shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the Bidder.

31.6 If due to negligence/ carelessness on the part of the Bidder, any surrounding properties also get damaged, the Bidder shall submit necessary documents for lodging

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insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the Bidder.

31.7 The Bidder may note that BHEL T&Ps / IMTEs are not insured. The Bidder will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL.

In case the damage / loss is due to carelessness/ negligence on the part of the Bidder, the Bidder is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the Bidder.

### **32.0 STRIKES AND LOCKOUTS**

32.1 The Bidder will be solely responsible for all disputes and other issues connected with his workmen. In the event of Bidder's workmen resorting to strike or the Bidder resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by BHEL in this regard shall be recovered from the Bidder.

32.2 For any purpose whatsoever, the employees of the Bidder shall not be deemed to be in the employment of BHEL

### **33.0 FORCE MAJEURE**

33.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the Bidder has no control.

33.2 If the Bidder suffers delay in the due execution of the Contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this Contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the Bidder immediately reports to BHEL in writing the causes for the delay but the Bidder shall not be eligible for any compensation on this account.

### **34.0 ARBITRATION:**

All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer or any other person is by the Contract

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expressed to be final and conclusive, shall after written notice by either party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the Contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this Contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the Arbitrator at his discretion may determine.

For this Procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of Contract/WO against this NIT.

Signature and Seal of the Bidder



**SECTION- 6**

(Preferably to be submitted on Bidders Letter Head)

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE  
KNOWLEDGE OF SITE CONDITIONS**

We hereby declare and confirm that we have visited the project site under the subject namely  
.....

.....and acquired full knowledge about the site conditions, wage  
structure, Industrial climate and total work involved.

We further confirm that the above information is true and correct and we will not raise any claim of  
any nature due to lack of knowledge of site condition.

Bidder's Name and Address.

Place:

(Signature of the Bidder With stamp)

Date:

Signature and Seal of the Bidder

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**SECTION- 7**

**NON-DISCLOSURE AGREEMENT**

(Preferably to be submitted on Bidders Letter Head)

**Memorandum of Understanding**

BHEL EDN is committed to Information Security Management System as per Information Security Policy.

M/s....., providing.....service to BHEL EDN Bangalore hereby undertake to comply with the following in line with Information Security Policy of BHEL EDN Bangalore

To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL EDN Bangalore.

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

Signature and Seal of the Bidder

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**SECTION- 8**

**NO DEVIATION CERTIFICATE**

(Preferably to be submitted on Bidders Letter Head)

FORMAT OF UNDERTAKING

REF:

Date:

To  
Bharat Heavy Electricals Limited  
Electronics Division  
Mysore Road  
Bangalore 560 026

TENDER Ref. No.: CE/ES/2019-20/02/KLTIPS/U#2/R&M-DAVR/RR Dated: 19/06/2019

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content and site conditions etc. We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null & void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby confirm our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted our offer in accordance with tender instructions.

Thanking you,

Yours Faithfully

(Signature, date & seal of Authorized  
Representative of the bidder)

Signature and Seal of the Bidder

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