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1.0 NOTICE INVITING TENDER

SL	PARTICULARS	DETAILS
1	TENDER REFERENCE	EDN/JC/SA/20-21/01
2	NAME OF WORK	“JOB CONTRACT FOR MATERIAL MOVEMENT, CLEANING, ETC. IN SUB-ASSEMBLY”
3	CONTRACT PERIOD	ONE YEAR (1/10/2020 -30/09/2021)
4	ESTIMATED VALUE	Rs. 64,70,000 /- (Exclusive of GST)
5	EARNEST MONEY DEPOSIT	Rs. 1, 29,400/-.
6	LAST DATE AND TIME FOR RECEIPT OF COMPLETED TENDER	16/09/2020; 13:00 HRS. (WEDNESDAY)
7	DATE , TIME & PLACE FOR TENDER OPENING OF TECHNO-COMMERCIAL BID	16/09/2020; 13:30 HRS. (WEDNESDAY) GODAVARI CONFERENCE HALL (Near Reception)
8	PLACE OF SUBMISSION OF TENDER DOCUMENT ALONG WITH EMD	TENDER DROP BOX : BOX No. 3 SUB ASSEMBLY (Wednesday) IN RECEPTION AREA OF BHEL – EDN, BANGALORE – 26.

Note: -

- The Tenderer shall return the duly filled in Tender document after affixing signature and seal on all the pages. Tender document contains 33 pages.
 - Techno-Commercial Bid** should contain EMD and pages 1 to 30
 - Price Bid** should contain pages 31 to 33
 - GCC of pages 1 to 33**
- PRICE BID** opening will be intimated to Technically and commercially qualified contractors after evaluation of **TECHNO-COMMERCIAL BID**.



BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE-560026

DEPARTMENT: SUB-ASSEMBLY
REF.TENDER DOC. NO: EDN/JC/SA/19-20/01

1.1 TECHNO-COMMERCIAL BID

(To be furnished by the Bidders)

01. NAME OF THE WORK : *JOB CONTRACT FOR MATERIAL MOVEMENT, CLEANING, ETC. IN SUB-ASSEMBLY.*
02. APPROXIMATE ESTT.COST RS. : Rs. 64,70,000 /- (Exclusive of GST)
03. STIPULATION PERIOD : ONE YEAR/
04. NAME OF THE CONTRACTOR :
05. ADDRESS
(A) OFFICE :
.....
.....
- TEL.PH No :
- (B) RESIDENCE :
.....
- TEL.PH No :
06. QUALIFICATION :
07. STAFF STRENGTH
(A) TECHNICAL :
(B) GENERAL :
08. PLANT/EQUIPMENTS :
09. (A) SCOPE OF WORK : UNDERSTOOD / NOT UNDERSTOOD
(as per Schedule Format 1)
-

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(B) ACCEPT TO EXECUTE IN TOTAL : YES/ NO

10. FINANCIAL TURN OVER DURING LAST 3 YEARS:

- i. 2019-20.. – Rs. /-
- ii. 2018-19.. – Rs. /-
- iii. 2017-18.. – Rs. /-

11. EXPERIENCE CERTIFICATE SUCCESSFULLY

COMPLETED SIMILAR WORKS DURING LAST

7 YEARS (copy of completion certificate to be enclosed):

- (A) Three similar completed works each not less Rs. -25,88,000 /- (40% of the estimated value of this Tender for one year.):
OR
- (B) Two similar completed works each not less Rs. 32,35,000 /- (50% of the estimated value of this Tender for one year.) :
OR
- (C) One similar completed works not less than Rs. 51,76,000 /- (80% of the estimated value of this Tender for one year.) :

12. EMD PARTICULARS :

13. a). WHETHER REGISTERED WITH GOVT. AGENCIES:

b) VALIDITY OF REGISTRATION :

14. BHEL'S PAYMENT TERMS ACCEPTABLE : YES/ NO

15. a). Whether registered with ESI/PF authority : YES/ NO
and have Register No. (if yes indicate nos.)

b). whether agreeable to make necessary : YES/NO
statutory payments as per BHEL EDN terms

16. Solvency Certificate Attached : YES/NO

17. GSTIN No :

18 Income Tax permanent account no (PAN NO) :

19. Whether registered under contract labour Act 1970 :

20. Acceptance for Reverse Auction : YES/NO

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2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- i) The Tenderer should have experience of at least THREE (3) years in executing labour / Job contracts, which is considered to be similar work, preferably in large organizations.
- ii) The Tenderer should have successfully completed similar works during the last 7 (seven) years from submission of Tender as per the details hereunder (copy of the completion certificate to be enclosed)
 - a) Three similar completed works each **not less than Rs. 25, 88,000** /- (40% of the Estimated value of this Tender for one year.) or
 - b) Two similar completed works each **not less than Rs. 32, 35,000** /- (50% of the Estimated value of this Tender for one year) or
 - c) One similar completed work **not less than Rs. 51,76,000/-** (80% of estimated value of this tender for one year)
- iii) The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of work for which this Tender is invited.
- iv) The average annual turnover of the Tenderer for last three years from submission of Tender should be at least 30% of the estimated value of this Tender. You are requested to submit copy of IT returns for the last 3 year or statement of accounts certified by a qualified chartered accountant for the last 3 years along with the offer as evidence.
- v) Experience certificate issued by BHEL, EDN in case any work executed in BHEL-EDN for past three years. Any adverse remarks in the experience certificate may be a disqualification factor.
- vi) “The firms/vendors/contractors who are in the BHEL banned list are not eligible to participate in this tender. The offers received from such firms/vendors/contractors will be rejected. The list of banned firms is available on BHEL website www.bhel.com”.
- vii) The Tenderer should have ESI, PF, LIN and GSTIN Number allotted in its name. The letters issued by the concerned authorities should be enclosed with the Technical Bid of the Tender to evidence such registration.

- viii) PAN No. (In case not available, proof of having applied with acknowledgement from concerned authority).
- ix) **Labour licence (Central/State Government):** (proof of having Code No: to be Enclosed, in case not available, bidder shall submit the License before commencement of the work).
- x) Agencies who are presently working with BHEL are also required to submit proof of satisfactory performance and completion of contract otherwise the bid will not be considered.
- xi) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time. The terms & conditions will be modified in accordance with the provisions of new laws.
- xii) The Tenderer should submit EMD along with Technical Bid. Offer/s without EMD is liable for rejection. Exemption of EMD can be availed by genuine MSE vendors as per guidelines of MSME act 2006 and public procurement policy for MSME, 2012 by ministry of MSME, government of India. Refer Annexure II (at the end terms & conditions document) for eligibility requirements & formats.
- xiii) The Tenderers should have categorically confirmed acceptance of all the Tender terms and condition including the payment terms. On non-compliance / conformity of the above, offer is liable for rejection.
- xiv) The tenderer shall furnish a solvency certificate for an amount of Rs 800,000/- (Eight lakhs only).

2.1 Instructions to Tenderers

2.1.1 Sealed Tenders for the above work are hereby invited from the Contractors experienced in works of similar kind and magnitude.

2.1.2 Tender shall be submitted in two parts, i.e. (1) Techno-Commercial bid and (2) Price Bid.

Techno-Commercial bid shall be submitted confirming acceptance to all the clauses indicated in this Tender along with EMD and enclosures as required by the Tender and any other which the Tenderer wish to submit. Tenderers shall also sign each and every page of the Tender document including the Work Instructions attached thereto



before submitting Tender. Deviations / variations, if any, to the clauses of the Tender shall be indicated clearly.

Unpriced Price Bid - A copy of the price bid without the prices.

This “**Unpriced Price bid**” is required for technical evaluation of the relevant portion of the work, desired to be executed by the contractor. Please indicate in the “unit rate” column ‘YES’ for the job you have quoted in Price bid, and ‘No’ for the jobs you have not quoted. Also indicate the applicable SGST/CGST in terms of percentage. **(No values shall be quoted in “Unpriced Price bid”).**

The tenderer should have to submit SAC (Service Accounting Code) related to work/ Service.

Price Bid duly filled & signed with seal, must be put in another separate sealed envelope superscribed with Tender reference and ‘Price Bid’. **Price bid envelope must contain only the rates. ie. Tender Schedule Format – 1 which is enclosed hereto.**

Sealed envelope of both (1) Techno-Commerical bid and (2) Price bid must be put in a single sealed envelope superscribed with Tender reference and due date must be sent within the specified date and time.

In this regard, if any clarification is required, the Tenderers may contact the officer mentioned here below.

Tenders should be addressed to:

AGM (SA- Production)
BHEL, Electronics Division,
Mysore Road, Bangalore – 560 026.
Phone: 26998744, 9449869972
Email: - "PRASAD JVVS" prasadjvvs@bhel.in

The full name and address of the Tenderer and the name of the work with Tender reference should be indicated on the sealed Cover.

All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.

- 2.1.3 Address of the Tenderer, the name of the person to whom all the correspondences are to be addressed should be indicated, with telephone number / mobile number (both Office & Residence), e-mail address and fax numbers.

- 2.1.4 The tender documents are also available in the BHEL Web Site www.bhel.com under heading Tender Notifications. Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only.
- 2.1.5 **All the entries in the Tender Documents should be in one ink. Eraser and overwritings are not permitted. Cancellations and insertions if any, shall be authenticated by the tenderer by signing and affixing his seal.**
- 2.1.6 Tenderer shall fill in all the required particulars in the blank spaces provided in the Tender documents and also sign at the bottom of each and every page of the Tender document before submitting the Tender.
- 2.1.7 Before quoting the rates, the tenderer shall thoroughly go through all the terms and conditions especially regarding welfare measures to be provided by the contractor and Karnataka state government notified minimum wage along with payment of BHEL Additional amount
- 2.1.8 Tenderer can include Washing Allowance @ Rs.125 per month per person payable to his Workers deployed under this contract in the estimation and quote unit rate inclusive of such allowance.
- 2.1.9 Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.

Category wise BHEL Additional amount:

Category of Contract labour	BHEL Additional Amount per month (Rs.)
Unskilled Worker (USW)	3200
Semi-skilled Worker (SSW)	3700
Skilled Worker (SW)	4100
Highly Skilled Worker (HSW)	4500

BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

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- 2.1.10** Any periodic change in minimum wages and Statutory compliance as notified by appropriate Govt. during the contract period shall be borne by the contractor. However pursuant to any unforeseen changes in wage structure including changes in basic wages and other components as directed by Govt. directives or BHEL, the contract terms & conditions for wage structure & its impact on the Job/Works contract will be reviewed and suitably compensated by BHEL.
- 2.1.11 Maintain proper records of timely disbursement of wages.
- 2.1.12 Unit rate should be quoted in figures as well as in words in Indian Currency only, i.e Rupees and paise with reference to each and for all the items shown in the attached Tender Schedule-A . These rates shall be for the finished work at site. The rates shall include payment of any additional incentive to the workmen deployed on Works Contract etc and also expenses towards PF & ESI contributions and bonus (as per bonus act) except GST.
- 2.1.13 If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), GST under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.
- 2.1.14 For the purpose of ascertaining the total cost under Format - 1, unit rate only will be considered and the same only will be multiplied by the number of units to arrive at total. For arriving at the unit rates contractor should consider both contract labour wages (Part-A) & material cost (Part-B) as per applicable activity schedule.
- 2.1.15 In case the rates quoted in figures differ from those quoted in words, the lower will be taken as the Tendered rate and shall be binding on the Tenderers. The lowest price bid (L1) shall be arrived based on the the total amount for all the activities under the “Schedule-A” i.e. Format – 1.
- 2.1.16 In quoting their rates, the Tenderers are advised to take into account all factors. No claim for the enhanced rates will be entertained on this account after acceptance of the Tender or during the contract period.(Also refer clause 5 - contractor statutory liabilities).
- 2.1.17 The rates to be quoted (**Excluding GST**) by the Tenderer shall be firm and shall cover and include all statutory levies and contribution such as ESI, PF etc payable by the contractor for the workers he may deploy to carry out the job. [Under various enactments passed by Parliament or by the State legislature and Rules framed thereunder]. The rates shall further be deemed to include statutory levies arising

from such acts, central or state, which may come into force, subsequent to submission of Tender.

- 2.1.18 The rates quoted in the Tender shall remain valid for a period of three months from the date of opening of the Tender.
- 2.1.19 Tenderer shall not increase their quoted rates (**Excluding of GST**), once the Tenderer has submitted his quotation and during execution of the contract, in case his Tender is accepted.
- 2.1.20 The tenderer shall take notice that workmen engaged under this contract shall be provided with 2 pairs of uniform per annum, 1 pair of shoe & 2 pairs of socks once in two year, 1 no of toilet soap per person per month by the contractor, as per BHEL norms & terms, which will be reimbursed by BHEL against proof of issue in line with BHEL instruction in this regard, which will be communicated in writing separately. This shall be excluded in the unit rates.
- 2.1.21 **Before submission of Tender, the Tenderers are necessarily advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour.** Pre bid meeting delebrating aspects involved in Job contract can be arranged on request to ensure proper understanding by the Tenderers who wish to participate. They should be well versed with BHEL **General Conditions of Contract**, Instructions to Tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. However, it is informed that in case of inconsistencies in any clauses of GCC and this document, the relevant clause of this document shall prevail over the other. The Tenderer shall specifically note that it is Tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
- 2.1.22 Details and quantities of each item of work shown in the Tender schedule attached hereto are only approximate. They are given as a guideline for the purpose of Tendering only and are liable to variations and alterations at the discretion of the competent authority without entitling the contractor to any compensation throughout the contract period from the date of commencement of work, provided the total value of the contract does not vary by more than 20%. The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the Tenderer in the Tender schedule Format – 1 attached hereto. **It shall not be based on number of persons deployed or on any other criteria.**
- 2.1.23 Please note that our normal working hours are from 07.30 A.M. to 04.36 P.M. from Monday to Friday & 07.30 A.M. to 12.30 P.M. on Saturdays. However, depending

upon work load, the factory may operate in staggered shift also and the Tenderer will be required to deploy their labour accordingly if so directed.

- 2.1.24 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 bidder will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts. The L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representatives(s).

2.2 Reverse Auction :

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

3.0 Terms and Conditions

3.1 Earnest Money Deposit (EMD)

The Tenderer shall deposit **Earnest Money Deposit (EMD)** for the value as indicated in ‘NOTICE INVITING TENDER’ along with the Tender document. **Exemption of EMD** can be availed by genuine MSE vendors as per guidelines of MSMED act 2006 and public procurement policy for MSME, 2012 by ministry of MSME, government of India. **Refer Annexure II (at the end terms & conditions document) for eligibility requirements & formats.**

3.1.1 Modes of deposit

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker’s cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

- (iv) 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)

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

3.1.2 EMD by the Tenderer will be forfeited as per Tender Documents if

- i) After opening 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged 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.
- iv) EMD given by all unsuccessful Tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful Tenderer.

3.1.3 EMD shall not carry any interest.

3.2 Security deposit

The contractor shall deposit an amount of **5% of the contract value** as **security deposit** with BHEL as per BHEL Works Policy valid for 18 months from the date of commencement of contract. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.

Modes of deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of)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)

- 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)

(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)

The contractor should deposit minimum 50% of the security deposit, before start of the work and balance 50% may be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. EMD of the successful Tenderer can be converted and adjusted against security deposit in case of payment of EMD is in the form of Cash, pay order or DD as mentioned above. However, in such cases the contractor shall make good of the deficit, so that 50% of the security deposit is ensured before commencement of the work.

3.2.1 The Security deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the Contractor.

3.2.2 The Security deposit will be refunded to the contractor by BHEL after adjusting any sums due to BHEL from the Contractor or under any other contract with this Division or any other sister division of BHEL, upon the fulfilment of the contract and the Contractor furnishing No Demand and No Due Certificate from ESIC, EPFO to the effect that there is no claim or demand in respect of the contract executed.

3.3 **Terms of Payment:** The payment will be made on the basis of Quantum of work done, based on Unit rate and within 30 days from the date of submission of bills, duly certified by BHEL Engineer-In-charge. Bills should be submitted along with all necessary documents, challans & ECR copies for ESI /PF and returns etc. as applicable under contractor's statutory liability and this contract.

3.3.1 In case of contracts involving multiple bills, every bill (commencing with the 2nd bill) shall be accompanied with the declaration that the contractor has discharged his tax liability on the earlier bill (1) by paying the money to the Government (along with Challan details) or (2) by utilization of input GST Credit available with him or (3) being exempt as his turnover continues to be below the threshold limit. In the absence of such a declaration, the bill shall not be passed.

- 3.3.2 In case of contracts involving a single bill, the bill shall be accompanied with an undertaking that the contractor shall discharge his tax liability on that bill as per law.
- 3.3.3 The Payment will be made to the Contractor on the basis of work carried out, keeping in view the Unit of measurement. In case, the same persons deployed by the contractor, are permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, contractor in such cases shall pay them the wage rates applicable under the Factories Act at contractors cost. **In other words no overtime (OT) payment will be made by BHEL, as the payment is on “Unit Rate Basis”.**

3.4 Goods and Services Tax (GST): BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No. The Bidder shall mention Bidder's GSTIN number in all quotations and invoices submitted. The Bidder shall also mention SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted. Invoice submitted should be in the format as specified under GST Laws viz.all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature–CGST, SGST, UGST, IGST mentioned separately, SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.

Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder. 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.

For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.

In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.

- 3.5 If the tenderer backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his EMD / Security Deposit will be forfeited and award of the contract will be cancelled.

4 Contractor's Obligations:

- 4.1 Contractor shall decide the number of workmen to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-In-charge. The Contractor shall be fully responsible for the work awarded to him.
- 4.2 Contractor shall depute a supervisor to supervise work to be carried out by his workmen. The work shall be executed as per work instructions and to the satisfaction of Engineer-In-charge.
- 4.3 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.
- 4.4 Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- 4.5 Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary / partnership firm / Company, place of work, contact number and duration of validity of the card etc. in such identity card.
- 4.6 Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- 4.7 Contractor will ensure that the job is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job nor shall sub-contract the job without prior written permission from BHEL-EDN.
- 4.8 Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 4.9 The contractor shall be responsible for enforcing all safety regulations as applicable strictly ensure wearing of safety equipments by them inside the factory.

- 4.10 The contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be in neat, tidy and wearable condition.
- 4.11 Contractor to ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable, while undertaking the work Tendered inside the factory.
- 4.12 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipments, if any; from the establishment of BHEL.
- 4.13 Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.
- 4.14 BHEL will provide consumables and equipments etc. where ever applicable.
- 4.15 **The age of the contract workers deployed at BHEL EDN should be above 18 and below 60 years.**

5 Contractor's statutory liability:

- 5.1 The Contractor shall comply with the provisions of all the applicable Central or State laws/Rules in general and in particular to the Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act 1938, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Arbitration and Conciliation Act 1996, Goods & Services Tax Act 2017, Karnataka minimum wages Act, Prevention of sexual harassment at workplace Act 2013, Guidelines/notification related to Safai Karamchari Act (as applicable) and other relevant laws/Rules applicable from time to time.
- 5.2 The contractor shall also comply with all statutory requirements, applicable Acts/Rules, provisions, regulations, notifications and amendment made there under by concerned authorities from time to time.

5.3 Contractor shall ensure payment of statutory minimum wages prescribed by the Karnataka state government notified minimum wage along with payment of BHEL Additional amount as indicated below, to his workers deployed in the work from time to time and maintain proper records of their timely disbursement in the prescribed manner. The periodic revision of this wages shall be noted by the contractor from time to time and the payment to his workers shall at no point of time be less than these minimum wages.

Category wise BHEL Additional amount:

Category of Contract labour	BHEL Additional Amount per month (Rs.)
Unskilled Worker (USW)	3200
Semi-skilled Worker (SSW)	3700
Skilled Worker (SW)	4100
Highly Skilled Worker (HSW)	4500

BHEL reserves the right to advise the contractor to afford any further welfare facility in future (over & above the wage rates envisaged and also allowances) on reimbursement basis, for the employees of the contractor to defray their essential expenses.

Maintain proper records of timely disbursement of wages.

5.4 Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act 1952 to the RPFC.

5.5 Contractor shall ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. card of each employee.

5.6 Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees.

5.7 Contractor shall furnish proper Returns to the concerned statutory authorities and provide a copy of the same to BHEL. These returns shall be subject to verification whenever the statutory authorities/ inspectors visit BHEL for inspection of records of the contractors.

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- 5.8 Contractor shall be solely responsible for non payment / delayed payment of wages / Allowances / DA, contributions under EPF & MP Act, ESI Act etc.
- 5.9 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for what so ever reason, the security deposit /other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 5.10 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 5.11 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
- 5.12 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any losses, damages to the contractor or to his employees.
- 5.13 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948 and shall cover his employees under the said codes. The contractor shall also indicate ESI No., PF No., and GSTIN No. in the techno-commercial bid.
- 5.14 Payment of bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractors.
- 5.15 Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.
- 5.16 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees who may be deployed in BHEL premises & maintenance of necessary registers, forms and statutory formats which shall be always available for inspection by BHEL or factory in separate. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.

- 5.17 Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL.

In case of payment through Bank the contractor shall obtain signature/Thumb impression of the contract labour on the wage register every month on the day of transfer of wages to the respective contract labour .

- 5.18 Contractor shall obtain license under CL (R&A) Act, 1970.
- 5.19 If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in subclause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/-) at any time before the beginning of the contribution period, he/she will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for contract labour deployed by him who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for contract labour deployed by him who are not covered under ESI Act, along with his monthly bill.

6. GENERAL TERMS & CONDITONS

- 6.1 Engineer-In-charge shall give overall instruction to the contractor or his authorized representative for the jobs to be carried out. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
- 6.2 The contractor shall maintain regular contact with the designated Engineer – In – Charge of BHEL and will interact on matters relating to the work awarded under this contract.
- 6.3 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to

BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.

6.4 In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within a month's time and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.

6.5 The decision of BHEL regarding interpretation of any terms and conditions set forth in the mutually agreed contract agreement shall be final and binding on the contractor.

6.6 Notwithstanding anything contained in the mutually agreed contract agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

6.7 The contractor shall commence the work immediately on receipt of the order and the contract shall remain valid for contract period from the date of commencement. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

7. ARBITRATION & CONCILIATION

7.1: Conciliation

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

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.

7.1.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.

7.1.3 The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

7.2: Arbitration**With a Sole Arbitrator:**

7.2.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the '**Dispute**'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the '**Notice**'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

7.2.2. The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.

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- 7.2.3. The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).
- 7.2.4. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.
- 7.2.5. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
- 7.3: **IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:**

- 7.3.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.”
- 7.3.2. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.



8. Signature of the Parties

A contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 200/- (or as per current rate of stamp duty applicable on the day of agreement) to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.

For BHEL

For Contractor

9.0 GENERAL SAFETY PRECAUTIONS WHILE ON WORK

Do:

1. Use proper hand gloves, masks, goggles while handling chemicals such as Iso-propyle alcohol, thinner, flux, conformal coating (lacquer), and solder paste.
2. Use proper safety precaution while movement of materials in the work area.
3. Ensuring compliance as per check list for standard operation, before handling material handling equipment.
4. Wash thoroughly with water, the affected part of the body in case of splashes of chemicals.
5. Open cautiously a container, be alert for sprays or splashes of acids/alkalies.
6. Treat all liquids as dangerous, until you know that they are safe.
7. Handle very carefully the bottles / containers which have no labels.
8. Always wash hands and other exposed skin areas after using chemicals, upon exiting the chemical use area, and before eating or drinking.
9. When cleaning, use nonflammable solvents.
10. Before handling any chemical check with MSDS for the safety precautions required.
11. Store chemicals in stable racks in clearly marked containers and in designated areas.
12. Always leave gangways between stacks, between stacks and walls.
13. Keep all combustible materials away from any kind of heat source.
14. Make sure that your route is clear of obstacles.
15. When going down a ramp, keep the load in front.

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16. Keep gangways clear and unobstructed.
17. Keep your work area clean and dry.
18. Undergo periodical medical checkup for health monitoring.

Don't:

1. Do not eat, drink, chew gum, or store food, beverages, or medications in areas where chemicals are used or stored.
2. Do not smell or taste chemicals.
3. Do not keep materials / tools / components projecting into gangways / aisles.
4. Do not store / stack materials in front of electrical control panels/ switches and fire extinguishers.
5. Do not store inflammable near any electrical switch boards/ cubicles.
6. Do not throw cotton waste soaked with inflammable liquids/ solvents/ chemicals in drains or room corners.
7. Do not use solvents to clean hands after work.
8. Do not use thinner to clean floors.
9. Do not block exits, fire extinguishers.
10. Do not store projecting material near gangways.
11. Do not carry a load, which is too heavy for you. Get help if the load is too heavy.
12. Do not carry a load that obstructs the view ahead.
13. Do not pull a hand truck, but push it.

Note: The above list is only indicative and not exhaustive. Regarding various safety precautions to be taken, follow your Superior's instructions.

10.0 Formats to be maintained

The Job contractor shall maintain following Registers under Contract Labour (Regulation and Abolition) (Central) Rules, 1971 / other Acts applicable.

- 1.) Muster Roll – Form No. (XVI)
 - 2.) Register of Workmen Employed by Contractor – Form No. (XIII)
 - 3.) Wage Register – Form No. (XVII)
 - 4.) Register of Over Time – Form No. (XXIII)
 - 5.) Register of Fines – Form No. (XXI)
 - 6.) Register of Advance – Form No. (XXII)
 - 7.) Register of Wages cum Muster Roll – Form No. (XVIII)
 - 8.) Wage Slips – Form No. (XIX)
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- 9.) Employment Cards – Form No. (XIV)
- 10.) Register of Deduction for Damage of Loss – Form No. (XX)
- 11.) Service Certificate – Form No. (XV)
- 12.) Registers under Equal Remuneration Act
- 13.) Leave with wages – Form No. 14 under Karnataka Factories Rules 1969
- 14.) Bonus Register – Form C under payment of Bonus Rules 1975
- 15.) Accident Register
- 16.) ESI/PF challans, records, Registers and returns under ESI/PF Acts.
- 17) Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him

Proforma

11.0 Other Formats

11.1 Solvency Certificate Format

[To be issued by scheduled Banks as mentioned below (for instance) not later than 12 months]

Ref:

Date:

This is to certify that M/s. _____ having their
Registered _____ Office _____ at
_____ is solvent to the
extent of Rs. _____ [Amount in Words _____] as
disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s.
_____ for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank _____

Name of Signatory

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List of consortium Bank

Sl.	Nationalised Banks	Sl	Nationalised Banks
1	Allahabad bank	17	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	18	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	19	CITI Bank N.A
6	Central bank	20	Deutsche Bank AG
7	Indian Bank	21	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	22	Standard Chartered Bank
9	Oriental bank of Commerce	23	J P Morgan
10	Punjab National Bank		Private bank
11	Punjab & Sindh Bank	24	Axis Bank
12	State Bank of India	25	The Federal Bank Limited
13	Syndicate Bank	26	HDFC
14	UCO Bank	27	Kotak Mahindra Bank
15	Union Bank of India	28	ICICI
16	United Bank of India	29	Indusind Bank
		30	Yes Bank

***Note:** Name of banks mentioned here are indicative and has been given for sake of instance.

so vendor can produce solvency certificate from any schedule bank.

Annexure-II

Benefits for MSE

11.2 Guidelines for Micro and Small Enterprises for claiming exemption from EMD

MSE suppliers can avail the benefit of exemption from payment of EMD only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate in the Format provided below, (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with the other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above



required documents or if the required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer.

Certificate by Chartered Accountant on Letter Head

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

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

For Manufacturing Enterprises : Investment in plant and machinery (i.e., original cost
excluding land and building and the items specified by the Ministry of Small Industry vide
its notification No.S.O.1722 (E) dated October 5,2006:

Rs. Lacs.

For Service Enterprises : Investment in equipment (original cost excluding land and
building and furniture, fittings and other items not directly related to the service rendered
as may be notified under the MSMED Act, 2006:

Rs. Lacs.

The above investment of Rs. Lacs in within the permissible limit of
Rs..... Lacs forMicro / Small (strike off which is not
applicable) Category under MS MED Act 2006.

(or)

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

Date:

(Signature)

Name

Membership Number –Seal of Chartered Accountant

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**12. WORK PROCEDURE / INSTRUCTION (QUALITY STANDARD)**

WORK PROCEDURE / INSTRUCTION (QUALITY STANDARD)		
Sl.No.	Activity	QUALITY STANDARD
I	<u>SUB ASSEMBLY PRODN. & TESTING</u>	
1	Movement of Mat. From holding stores.	The bins loaded with components are to be moved carefully without spillage of components during transportation.
2	Movement of Mat from Stores to Racks, Power Module Assembly	Materials for racks, power module assembly are to be moved carefully from store in trolley without damaging the components
3	Movement of MAX Rack material from Store 11 to Bldg 14.	Materials for racks assembly are to be moved carefully from store 11 in trolley without damaging the components
4	Movement of finished power modules and Racks to Main Assembly / Stores	Modules should be moved properly on trollies without damaging them.
5	Movement of finished Power Modules from building 13 to Main Assembly / Stores	Modules should be moved properly on trollies without damaging them.
6	Cleaning of Machines, Jigs, fixtures	
a	Machines of SMT line	All the machineries are to be cleaned for dust by using cheese cloth, cleaning spray etc.
b	Machines, Jigs, Fixtures in TH-Assembly, Prep- area, Final assy Area.	All the machineries are to be cleaned for dust by using cheese cloth, cleaning spray etc.
c	Racks Power Modules Assly and Testing	All test jigs & fixtures are to be cleaned for dust using vacuum cleaner
d	Temp. Cycling Chambers, Test Jigs at Floor 0	To be cleaned for dust using vacuum cleaner
e	Test Jigs at Fixtures at Floor 1, ICT & Floor 2	To be cleaned for dust using vacuum cleaner
f	Cleaning of Jigs & Fixtures at Valve set Assembly/Testing	To be cleaned for dust using vacuum cleaner
g	Cleaning of Jigs Fixtures at Module Repair Center	To be cleaned for dust using vacuum cleaner
7	Movement of material within shop	
a	Movement of Matl. from Prep. To Assembly	Bins along with the PCBs / components to be moved without damaging PCBs and components
b	Movement of Mat From Assly to WS, ICT, Functional Test	Bins along with the PCBs / components to be moved without damaging PCBs and components
c	Movement of Surface mount assembled PCB's from SMT line to other floors	Bins along with the PCBs / components to be moved without damaging PCBs and components

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WORK PROCEDURE / INSTRUCTION (QUALITY STANDARD)		
Sl.No.	Activity	QUALITY STANDARD
d	Movement of mat from Functional test (FT1) to Burn-in	Bins along with the PCBs / components to be moved without damaging PCBs and components
e	Movement of mat from Burn-in to Functional test (FT2)	Bins along with the PCBs / components to be moved without damaging PCBs and components
f	Movement of Mat from Test to Assembly	Bins along with the PCBs to be moved without damaging PCBs / components
g	Movement of Mat within Bldg 13	Bins along with the sub-assemblies to be moved without damaging sub-assemblies / components. The assemblies to be stored in proper jigs and moved
8	Movement of Finished Modules from Despatch and to Holding Store	Modules should be packed /stacked properly in the proper bins which are provided for the purpose without damaging Module due to spillage.
9	Cleaning of PCBs	Cleaning of PCBs to be carried out without damaging components. Proper cleaning to be ensured (No residues of flux on the PCBs). Iso Propyl Alcohol (IPA) should not be spilled while using / cleaning PCBs.
10	Movement of Mat from MRC to dispatch/ SA-test etc.	Modules should be moved carefully without damages.
11	Unpacking and cleaning of material received at MRC	Materials should be unpacked without damaging the materials received and relevant documents and accessories received should be carefully handed over to the Engineer in charge.
12	Movement of Documents	Documents are to be moved to the respective areas as indicated ,properly
13	Movement of material within holding stores (collection group)	Materials to be moved using proper bins without spillage
14	Module Packing	Modules are to be packed in antistatic covers and boxed in antistatic box provided

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WORK PROCEDURE / INSTRUCTION (QUALITY STANDARD)		
Sl.No.	Activity	QUALITY STANDARD
II	SA - MM STORES	
1,2,3	Shifting of materials which are unloaded by GI outside the holding store. (Bldg 6, Bldg 12, Bldg 13)	Materials to be moved using proper bins without spillage
4,5,6	Loading the heavy items/packages into the racks (Bldg 6, Bldg 12, Bldg 13)	Heavy items are to be loaded carefully without damages.
7,8,9	Unloading the heavy items/packages from the racks & Shifting/Relocating of the items (Bldg 6, Bldg 12, Bldg 13)	Heavy items are to be loaded carefully without damages.
10,11,12	Maintaining general cleanliness of racks. (Bldg 6, Bldg 12, Bldg 13)	Racks are to be cleaned properly with cleaning spray and cheese cloth for dust
13,14,15	Washing of bins (Bldg 6, Bldg 12, Bldg 13)	Bins are to be cleaned with water and to be wiped with cheese cloth

13. Contract specific - Terms & Conditions:

NIL.

14. Contract specific - Pro-forma for Price Bid

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SCHEDULE "A"											FORMAT - 1
Sub - Assembly											
A	B	C	D	E	F	G	H	I	J	K	L
Sl. No.	Activity	Category	Location	Frequency	Quantum of work frequency	Unit of work	Std. time per unit (in Min)	Quantum of work/Annum (F X 302)	Rate per Unit Work in Rs. (Fig) Excluding GST	Rate per Unit Work in Rs. (words) Excluding GST	Total Amount in Rupees/Annum Excluding GST (I X J)
1	SUB ASSEMBLY PRODN. & TESTING										
1	Movement of Material from holding stores	USW	Bldg 14	Daily	12	No. of trips	60	3624			
2	Movement of Mat from Stores to Racks, Power Module Assembly	USW	Bldg 14	Daily	6	No of trips	60	1812			
3	Movement of MAX Rack materials from store 11 to Bldg 14	USW	Bldg 14	Daily	10	No of trips	60	3020			
4	Movement of finished power modules and Racks to Main Assembly / Stores	USW	Bldg 14	Daily	8	No of trips	60	2416			
5	Movement of finished Power Modules from building 13 to Main Assembly/ Stores	USW	Bldg 13	Daily	5	No of trips	30	1510			
6	Cleaning of Machines, Jigs, fixtures										
a	Machines of SMT line	USW	Bldg 14	Daily	5	No. of Machines Cleaned	15	1510			
b	Machines, Jigs, Fixtures in TH-Assembly, Prep- area, Final assy Area.	USW	Bldg 14	Daily	5	No. of M/Cs, Jigs, Fixtures Cleaned	15	1510			
c	Racks Power Modules Assembly and Testing	USW	Bldg 14	Daily	10	No. of M/Cs, Jigs, Fixtures Cleaned	15	3020			
d	Temp. Cycling Chambers, Test Jigs at Floor 0	USW	Bldg 14	Daily	5	No. of M/Cs, Jigs, Fixtures Cleaned	15	1510			
e	Test Jigs at Fixtures at Floor 1, ICT & Floor 2	USW	Bldg 14	Daily	12	No. of M/Cs, Jigs, Fixtures Cleaned	10	3624			
f	Cleaning of Jigs & Fixtures at Valve set Assembly/Testing	USW	Bldg 13	Daily	5	No. of M/Cs, Jigs, Fixtures Cleaned	15	1510			
g	Cleaning of Jigs Fixtures at Module Repair Center	USW	Bldg 14	Daily	5	No. of M/Cs, Jigs, Fixtures Cleaned	15	1510			
7	Movement of material within shop										
a	Movement of Mat from Prep to Assembly	USW	Bldg 14	Daily	30	No of trips	15	9060			

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SCHEDULE "A"											FORMAT - 1
Sub - Assembly											
A	B	C	D	E	F	G	H	I	J	K	L
Sl. No.	Activity	Category	Location	Frequency	Quantum of work frequency	Unit of work	Std. time per unit (in Min)	Quantum of work/Annum (F X 302)	Rate per Unit Work in Rs. (Fig) Excluding GST	Rate per Unit Work in Rs. (words) Excluding GST	Total Amount in Rupees/Annum Excluding GST (= I X J)
b	Movement of Mat from Assly to WS, ICT, Functional Test	USW	Bldg 14	Daily	30	No of trips	15	9060			
c	Movement of Surface mount assembled PCB's from SMT line to other floors.	USW	Bldg 14	Daily	8	No of trips	30	2416			
d	Movement of Mat from Functional Test (FT1) to Burn-in	USW	Bldg 14	Daily	20	No of trips	30	6040			
e	Movement of Mat from Burn-in to Functional Test (FT2)	USW	Bldg 14	Daily	20	No of trips	30	6040			
f	Movement of Mat from Test to Assembly	USW	Bldg 14	Daily	20	No of trips	30	6040			
g	Movement of Mat within Bldg 13	USW	Bldg 13	Daily	20	No of trips	15	6040			
8	Movement of Finished Modules from Dispatch to Holding Store	USW	Bldg 14	Daily	5	No of trips	60	1510			
9	Cleaning of PCBs	USW	Bldg 14	Daily	300	No. of PCBS	5	90600			
10	Movement of Mat from MRC to dispatch/ SA-test etc.	USW	Bldg 14	Daily	5	No of trips	30	1510			
11	Unpacking and cleaning of Material received at MRC	USW	Bldg 14	Daily	4	No of Packages	45	1208			
12	Movement of Documents	USW	Bldg 14	Daily	20	No of trips	20	6040			
13	Movement of material within holding stores (collection group)	USW	Bldg 14	Daily	5	No of trips	30	1510			
14	Module Packing	USW	Bldg 14	Daily	300	No of PCB's	2	90600			
II	<u>SA-MM HOLDING STORES</u>										
1	Shifting of materials which are unloaded by GI outside the holding store	USW	Bldg 6	Daily	20	No. of packets	5	6040			
2	Shifting of materials which are unloaded by GI outside the holding store	USW	Bldg 12	Daily	20	No. of packets	5	6040			
3	Shifting of materials which are unloaded by GI outside the holding store	USW	Bldg 13	Daily	20	No. of packets	5	6040			
4	Loading the heavy items/packets into the racks	USW	Bldg 6	Daily	15	No. of packets	10	4530			

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GENERAL CONDITIONS OF CONTRACT 2019

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

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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

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

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

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

1.2. SUBMISSION OF TENDERS

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

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

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

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

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

1.3. LANGUAGE

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

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

1.4 PRICE DISCREPANCY:

1.4.1 Conventional (Manual) Price Bid opening:

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

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

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

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

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

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

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

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

1.5. EVALUATION OF BIDS

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

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

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

1.6. DATA TO BE ENCLOSED

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

i) INCOME TAX PERMANENT ACCOUNT NUMBER, GSTIN, SAC, HSN Certified copies of PAN, GSTIN shall be furnished along with tender. The names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

ii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

iii) IN CASE OF INDIVIDUAL TENDERER:

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

iv) IN CASE OF PARTNERSHIP FIRM

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

v) IN CASE OF COMPANIES:

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

1.7. AUTHORISATION AND ATTESTATION

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

1.8. EARNEST MONEY DEPOSIT

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

The EMD may be accepted only in the following forms:

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

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

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

1.8.3 EMD shall not carry any interest.

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

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

1.9. SECURITY DEPOSIT

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

1.9.1 Modes of Security deposit:

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

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

1.9.2 The Security Deposit shall not carry any interest.

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

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

1.10. REFUND OF SECURITY DEPOSIT

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

1.10.1 DEFECTS LIABILITY PERIOD:

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

1.11. BANK GUARANTEES

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

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

1.12. VALIDITY OF OFFER

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

1.13 EXECUTION OF CONTRACT AGREEMENT

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

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

1.14. REJECTION OF TENDER AND OTHER CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15 BHEL Fraud Prevention Policy :

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

CHAPTER-2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

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

2.3 ISSUE OF NOTICE

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

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

2.4 USE OF LAND

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

2.4.1 STORES AND MATERIALS:

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

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

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

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

2.4.2 PATENT RIGHTS:

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

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

2.4.3 WATER :

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

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

2.4.4 TEMPORARY WORKSHOPS, STORES ETC :

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

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

2.5 COMMENCEMENT OF WORK

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

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

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

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

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

2.7 RIGHTS OF BHEL

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

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

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

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

vii) *Persistent disregard to the instructions of BHEL*

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

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

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

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

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

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

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

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

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

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

2.7.9 LIQUIDATED DAMAGES/PENALTY

COMPENSATION FOR DELAY:

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

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

Rate of compensation as follows:

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

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

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

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

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

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

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

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

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

The contractor shall produce the following registers and forms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

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

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

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

2.10 TIME OF COMPLETION

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

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

2.11 EXTENSION OF TIME FOR COMPLETION

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

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

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

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

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

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

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

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

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

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

2.12.4 Payment of ORC shall be regulated as follows:

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

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

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

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

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

2.13 QUANTITY VARIATION

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

2.14 EXTRA WORKS

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

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

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

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

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

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

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

2.14.7 Extra Works for Civil Packages shall be regulated as follows

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

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

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

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

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

2.15 SUPPLEMENTARY ITEMS

2.15.1 For NON Civil Works

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

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

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

2.15.2 For Civil Works

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

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

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

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

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

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

2.16 STRIKES & LOCKOUT

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

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

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

2.17 FORCE MAJEURE

The following shall amount to Force Majeure:-

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

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

2.18 ARBITRATION & RECONCILIATION

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

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

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

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

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

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

2.19 PAYMENTS

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

2.19.1 Running Account Bills (RA Bills)

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

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

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

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

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

2.19.2 Final Bill

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

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

2.20 PERFORMANCE GUARANTEE FOR WORKMANSHIP

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

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

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

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

2.21 CLOSING OF CONTRACTS

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

2.22 REVERSE AUCTION/PRICE BID OPENING:

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

2.23 SUSPENSION OF BUSINESS DEALINGS

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

2.24 OTHER ISSUES

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

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

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

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