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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/IT-PSNR/ AMC/ 968

FOR

**“Rate Contract for Annual Maintenance Contract of Servers,
Network Equipment, Computers and Peripherals at PSNR Noida &
Advant Building Noida”**

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



**ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract Deptt.**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
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TENDER NO. BHEL/NR/SCT/IT-PSNR/ AMC/ 968

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

| SL NO | ISSUE | DESCRIPTION | |
|-------|--|---|-----------------------|
| i | TENDER NUMBER | BHEL/NR/SCT/IT-PSNR/ AMC/ 968 | |
| ii | Broad Scope of job | "Rate Contract for Annual Maintenance Contract of Servers, Network Equipment, Computers and Peripherals at PSNR Noida & Advant Building Noida" | |
| iii | DETAILS OF TENDER DOCUMENT | | |
| a | Volume-IA | <i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> | <i>Applicable</i> |
| b | Volume-IB | <i>Special Conditions of Contract (SCC)</i> | <i>Not Applicable</i> |
| c | Volume-IC | <i>General Conditions of Contract (GCC)</i> | <i>Applicable</i> |
| d | Volume-ID | <i>Forms and Procedures</i> | <i>Not Applicable</i> |
| e | Volume-II | <i>Price Schedule (Absolute value).</i> | <i>Applicable</i> |
| iv | Issue of Tender Documents | <ol style="list-style-type: none"> <u>Sale from BHEL PS Regional office at :</u> Start : 16.08.2014 , Time :1000 Hrs (IST) Closes: 02.09.2014 , Time :1200 Hrs (IST) From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission | <i>Applicable</i> |
| v | DUE DATE & TIME OF OFFER SUBMISSION | Date : 02.09.2014, Time : 1500 Hrs (IST) Place : BHEL PSNR NOIDA | <i>Applicable</i> |
| vi | OPENING OF TENDER | Date 02.09.2014 <i>(within 2 hours of the latest due date and time of offer</i> | <i>Applicable</i> |

| | | | |
|------|--|--|-----------------|
| | | submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender | |
| vii | EMD AMOUNT | Rs 20,000/- | Applicable |
| viii | COST OF TENDER | Rs.2000 | Applicable |
| ix | LAST DATE FOR SEEKING CLARIFICATION | Date 22.08.2014 Along with soft version also, addressing to undersigned & to others as per contact address given below | Applicable |
| x | SCHEDULE OF Pre Bid Discussion (PBD) | | Not applicable. |
| xi | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | | Not Applicable |
| xii | Latest updates | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information | |

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.

(All pages to be signed and stamped)

| Sl no | Description | Remarks |
|-----------------|--|---------------|
| Part-I A | | |
| | <p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p> | |
| i. | Covering letter/Offer forwarding letter of Tenderer. | |
| ii. | <p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p> | |
| iii. | <p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p> | |
| iv. | All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. | |
| v. | Integrity Pact Agreement (Duly signed by the authorized signatory) | If applicable |
| vi. | Duly filled-in annexures, formats etc as required under this Tender Specification/NIT | |
| vii. | Notice inviting Tender (NIT) | |
| viii. | Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc | |
| ix. | Volume – I B : Special Conditions of Contract (SCC) | |
| x. | Volume – I C : General Conditions of Contract (GCC) | |
| xi. | Volume – I D : Forms & Procedures | |
| xii. | Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item | |
| xiii. | Any other details preferred by bidder with proper indexing. | |

| PART-I B | | |
|-----------------|--|--|
| | <p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK :</p> | |

| | | |
|----|---|--|
| | PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:- | |
| i. | 1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be) | |

| | | |
|----|---|--|
| | PART-II | |
| | PRICE BID consisting of the following shall be enclosed | |
| | ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING | |
| i | Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I | |
| ii | Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) | |

| | | |
|---|---|--|
| | OUTER COVER | |
| | ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING: | |
| i | <ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III | |

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **Assessment of Capacity of Bidders: NOT USED**

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along

with supporting documents.

- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **NOT USED**
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

- 28.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
- 29.0 **Micro and Small Enterprises (MSE)**
Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

| Type under MSE | SC/ST owned | Others |
|----------------|-------------|--------|
| Micro | | |
| Small | | |

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, or before price bid opening, attested copies of either EM-II certificate having deemed validity (two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as Annexure - 3) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

30.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure:-

- I. **Annexure-1 Pre Qualifying Requirements**
- II. **Annexure- 2 Check List.**
- III. **Annexure-3 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**
- IV. **Annexure-4 RA Details**
- V. **Annexure-5 KNOWLEDGE OF SITE CONDITIONS**
- VI. **Annexure-6 NON DISCLOSURE AGREEMENT**
- VII. **Annexure-7 FORMAT FOR E-PAYMENT DETAILS**
- VIII. **Annexure- 8 FORMAT OF UNDERTAKING**
- IX. **Annexure-9 Declaration by Authorised signatory of Bidder**
- X. **Annexure-10 Declaration for Relation in BHEL.**
- XI. **Annexure-11- : Chartered Accountant certificate for MSMED**
- XII. **Other Tender documents as per this NIT.**

Annexure-1**PRE QUALIFYING REQUIREMENTS**

| | |
|-----------|---|
| JOB | "Rate Contract for Annual Maintenance Contract of Servers, Network Equipment, Computers and Peripherals at PSNR Noida & Advant Building Noida" |
| TENDER NO | TENDER NO. BHEL/NR/SCT/IT-PSNR/ AMC/ 968 |

| SL NO. | PRE QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | |
|--------|--|---|--------------------------------|
| | | Name and Description of qualifying criteria | Page no of supporting document |
| A | The tenderer should have executed during last three years as on the date of technical bid opening, contracts involving maintenance of computer as follows: (i) One single work of similar nature valuing Rs.5.28 lakhs or above OR (ii) Two works of similar nature value each of Rs.3.30 lakhs or above OR (iii) Three work of similar nature valuing each of Rs.2.64 lakhs or above | | |
| B | <u>Financial TURNOVER</u> 1.1 Tenderer should have an average annual turnover of minimum of Rs.1.98 Lakhs based on audited accounts of last three financial years (2010-11, 2011-12, & 2012-13). Bidders shall submit audited annual account (balance sheet and profit and loss account) in support of this. 1.2 Networth: Net worth of the bidders based on the latest audited accounts as furnished for B 1.1 above should be positive. 1.3 Profit: Bidder must have earned cash profit in any one of three financial years as applicable in the last three years defined in B 1.1 above based on latest audited accounts. | | |
| C | Submission of Integrity Pact duly signed | Not Applicable | |
| D | Assessment of Capacity of Bidder to execute the work as per SL No. 9.0 of NIT | Not Applicable | |
| E | Approval of Customer | Not Applicable | |
| F | Consortium criteria | Not Applicable | |
| | <u>Explanatory Notes for QR</u> 1. For QR A(i), A(ii) & A(iii) above the word 'Executed 'means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed. 2. If the Qualifying work is executed in the last three years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. 3. Relevant documents, meeting above requirements at A&B shall be submitted by bidders. 4. Similar work means " Maintenance of computer " | | |

ANNEXURE - 2**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

| | | | |
|-----|--|---|-----------------------|
| 1 | Name and Address of the Tenderer | | |
| 2 | Details about type of the Firm/Company | | |
| 3.a | Details of Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 3.b | Details of alternate Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 4 | EMD DETAILS | DD No: Date : Bank : Amount: Please tick (<input type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER | |
| 5 | Validity of Offer | TO BE VALID FOR SIX MONTHS FROM DUE DATE | |
| | | APPLICABILITY (BY BHEL) | ENCLOSED BY BIDDER |
| 6 | Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format | Applicable | YES / NO |
| 7 | Audited profit and Loss Account for the last three years | Applicable/Not Applicable | YES/NO |
| 8 | Copy of PAN Card | Applicable/Not Applicable | YES/NO |
| 9 | Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed | Applicable/Not Applicable | YES/NO |
| 10 | Integrity Pact | Applicable/Not Applicable | YES/NO |
| 11 | Declaration by Authorised Signatory | Applicable/Not Applicable | YES/NO |
| 12 | No Deviation Certificate | Applicable/Not Applicable | YES/NO |
| 13 | Declaration confirming knowledge about Site Conditions | Applicable/Not Applicable | YES/NO |
| 14 | Declaration for relation in BHEL | Applicable/Not Applicable | YES/NO |
| 15 | Non Disclosure Certificate | Applicable/Not Applicable | YES/NO |
| 16 | Bank Account Details for E-Payment | Applicable/Not Applicable | YES/NO |
| 17 | Capacity Evaluation of Bidder for current Tender | Applicable/Not Applicable | YES/NO |

| | | | |
|----|---|--------------------------------------|--------|
| 18 | Tie Ups/Consortium Agreement are submitted as per format | Applicable/Not Applicable | YES/NO |
| 19 | Power of Attorney for Submission of Tender/Signing Contract Agreement | Applicable/Not Applicable | YES/NO |
| 20 | Analysis of Unit rates | Applicable/Not Applicable | YES/NO |

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site

of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE – 4**AUTHORIZATION OF REPRESENTATIVE WHO WILL PARTICIPATE IN THE
ON LINE REVERSE AUCTION PROCESS;**

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

ANNEXURE-5

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We,..... Hereby declare and confirm that we have visited the project sites under the subject namely,and acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place:

(Signature of the Tenderer's with stamp)

Date:

ANNEXURE-6

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

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

M/s.....

providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- **To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**
- **The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

(M/s. BHEL, PSNR)

(M/s.....)

ANNEXURE-7

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :
Bank Name & Branch :
M ICR Code (9 Digit) :
IFSC CODE :
(VALID FOR NEFT)
Beneficiary Account No. :
Beneficiary E-mail ID :
(For payment confirmation)

ANNEXURE - 8

FORMAT OF UNDERTAKING

(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301(INDIA)**

**Sub.: Tender for the work of “Rate Contract for Annual Maintenance Contract of Servers,
Network Equipment, Computers and Peripherals at PSNR Noida & Advant Building
Noida”**

Dear Sirs,

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

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

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

Thanking you,

Yours faithfully,

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

ANNEXURE - 9

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

ANNEXURE - 10

DECLARATION FOR RELATION IN BHEL

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick(✓) any one as applicable:

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

OR

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

- (i)
- (ii)

Signature of the Authorised Signatory

Note:

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

ANNEXURE - 11

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company
as on date..... as per MSMED Act 2006 is as follows:

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

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

The above investment of RsLacs is within permissible limit of
Rs..... Lacs for Micro / Small **(Strike off which is not applicable)**

Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1. Synopsis:

BHEL Locations have comprehensive set up of LAN / WAN consisting of Primary Domain Controller Server, Workgroups, Database Servers, Proxy Servers, Mail Servers, Web Server and Domain Name Server. All Services are being run on branded Servers and all the computers and peripherals are branded. The operating systems of the various Servers are Linux Advanced Server 2.1 / Linux 8 / Linux 9 / Windows 2000 and Windows 2003 etc. There are some applications developed in Php with data base in My SQL, are in used in LAN. The network has Layer II and Layer III Switches, Firewall and Routers also. The entire network is connected to our various sites and divisions and Manufacturing Units through Multi Protocol Level Switching

The workstations are generally running with Windows XP / Windows7 as operating system. MS-Office is being used as office automation software for day to day work.

2. Locations:

- a. Power Sector Northern Region (PSNR) ,ESI & HRD Complex, plot no. 25, SEC- 16A, Noida,201301
- b. Power Sector Northern Region (PSNR), Advant Building, Sector 142, Noida

3. Bill of material:

All the systems and various peripherals are as mentioned in the **Annexure – I** and installed at the locations as per point no. 2.

4. Details of work:

The contractor will provide Maintenance Services (Preventive & Corrective Maintenance Services) initially for **one year** and **extendable by one more year if required by BHEL and at the same rates and terms and conditions** and shall be subject to satisfactory services by the vendor. The details of computers and peripherals are as per **Annexure-I** of BOQ cum rate schedule of tender specification Part – II (Price Bid).

5. Manpower:

- a) The contractor shall post 02 engineers, one each at locations mentioned above at sl. no. 2a & 2b **within the quoted rates**. This Engineer shall also monitor the smooth function of all the Servers at respective locations. They would log, follow up, monitor and trouble shoot all the calls.

6 SCOPE OF WORK

a) **ANTI VIRUS PROTECTION:**

- i) All necessary services shall be provided for prevention, detection and vaccination of viruses. However Anti Virus software shall be provided by BHEL. Loading of upgraded version of Anti Virus Software and configuration in all computers from time to time is in the scope of contractor.

- ii) The preventive maintenance / Physical Internal cleaning of the Servers are to be done once in a quarter with the help of vacuum cleaner and other necessary equipments / accessories.

b) CORRECTIVE MAINTENANCE:

- i) The Corrective Maintenance include supply and free replacement of defective parts/ items including Motherboard, Hard Disk Drive, VDU, SMPS and CD Drives, plastic/ rubber parts, monitors, etc. However it shall exclude ribbons, printer cartridge, printer heads, & toner. In case any item is taken to vendor's premises for rectification then the to and fro movement of equipment shall be arranged by vendor at no extra cost.
- ii) The parts to be replaced shall either be with new parts or equivalent in performance to new parts. All spares shall be of standard quality matching to what are installed in system at BHEL.
- iii) All maintenance services shall include, but not limited to , formatting of HDD, Data recovery from faulty Hard Disk drive, excluding data recovery from media failure, transferring data to new Hard disk, loading of operating systems, application packages, office automation software, configuration and up gradation of anti-virus software, configuring the systems into the network, configuration of network printer, loading of printer drivers, scanners and plotters driver, if not available getting it from the internet, and managing systems compatibility wherever up gradation of software and hardware take place.
- iv) The batteries of the UPS will be replaced by the vendor as per requirement. The charges for per battery as quoted by them will be paid on certification by the user along with the quarterly bill.
- v) Installation, reconfiguration, reinstallation and upgrade of Servers and Workstations operating system shall be in the scope of Vendor. BHEL shall provide the licensed software.
- vi) Contractor has to keep minimum/ sufficient spares / as stand by at each locations. The parts to be supplied in lieu of defective parts shall be done at no extra cost what so ever.
- vii) Office automation troubleshooting of various Windows desktop and network hardware & software versions, network operating systems, squid proxy authentication is covered under the scope of the work.
- viii) Ensuring the network switches and hubs etc are properly working and servers are connected to network. The Network connectors (RJ45) connectors to be crimped as and when required.

7. SUPPORT AT DIFFERENT LOCATIONS:

- i) The responsibility of the Engineers shall be to carry out preventive and corrective maintenance as per "scope of work".
- ii) Call for equipment malfunction shall be reported by Resident engineer, wherever applicable, to the vendor. The Vendor shall depute service engineer to attend and resolve the call.
- iii) All minor calls are to be attended and resolved within the same day.

- iv) All major calls for desktops (wherein the part replacement is required) are to be attended and resolved with two full working days excluding the day in which call is logged.
- v) All major calls for servers (wherein the part replacement is required) are to be attended and resolved with one full working day excluding the day in which call is logged.
- vi) The call logging engineer shall maintain records for each and every call with respect to its number, date and time and date and time of its resolution. These records shall be counter signed by the BHEL Engineer in charge on daily basis. The records thus maintained shall be used for processing the bills.
- vii) In case of any subsystem or peripheral device being down, the same may be temporarily replaced by the contractor to ensure continued functioning of the computer systems. The system will be considered up in this case and no down time will be counted. All efforts will be made to limit such temporary replacements to less than 10 days. However, the contractor ensures that on any such temporary replacements, the overall performance of the system is not affected.
- viii) Resident Engineer to work as per the working hours and days of BHEL. Resident Engineer shall also visit the office on holidays also for mentoring the smooth functioning of Servers.

8. Qualification of Resident / Service Engineers:

- i) The Resident Engineers should be MCSE (Microsoft Certified Engineers) or at least a 3-year diploma holder in electronics/ computers/ hardware and should have sufficient experience in providing support on the equipments mentioned in Annexure I.
- ii) The service Engineers of the vendor shall have to produce the certificate for qualification as mentioned above and be thoroughly tested for their expertise in the above field before being accepted and the contract actually being come in to force.
- iii) It may be noted that this clause is the essence of contract and shall strictly be adhered to.
- iv) The performance of the Contractor shall be judged by the Resident engineer's ability to resolve the problems quickly in time and to the entire satisfaction of the end users. He should be well behaved with the users. The Engineer-in-charge of BHEL will monitor this and if found unsatisfactory he should be immediately replaced by another well behaved, qualified and competent engineer. The Resident should also be regular at work place. If he is found to be irregular, late comer or remain absent from the work frequently without the knowledge and consent of BHEL, a lump sum amount shall be deducted from the quarterly bill of the contractor as per clause no. 8. This deduction shall be in addition to the deduction made on account of down time.
- v) If any Engineer leaves the parent company the vendor shall provide the suitable replacement immediately. The process and criteria of acceptance of the engineers shall be the same as mentioned above.

10. UPTIME / DOWNTIME

- i. All calls to be attended and resolved within the same day and no downtime shall be deducted for the same.

- ii. All major calls for desktop are to be attended and resolved (wherever hardware replacement is required) within 2 full working days (excluding the day of call log). Beyond this downtime shall be calculated as per clause no. 11 and deductions shall be made.
- iii. All major calls for servers are to be attended and resolved (wherever hardware replacement is required) within 1 full working days (excluding the day of call log). Beyond this downtime shall be calculated as per clause no. 11 and deductions shall be made

11. Recovery of Downtime:

Downtime in a month= A hours

Downtime percentage

Servers, Switches, Network device, UPS = $A \times 100 / (24 \times 30) = B$ (Servers and network switches etc to be up on 24 x 7 basis)

PC's, Notebook & Printers = $A \times 100 / (8 \times 25) = B$

Deduction factor(D):

= 2 for Server, Network Switch, Router, Firewall

= 1 for computer, Notebook, printers, Scanners, small UPS

Monthly equipment charges = AMC Charges per year / 12 = M Rupees

Amount of deduction = $M \times B \times D / 100$ Rupees

12. GENERAL DEDUCTION

Rs. 500/- per day flat shall be deducted from the quarterly bill if any call logging engineers remains absent.

13. GENERAL

Rates quoted shall be net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, taxes, duties etc. and remain valid and **FIRM** for entire duration of the contract.

14. ENHANCEMENT OF SCOPE OF WORK

BHEL reserves the right to increase or decrease the quantities of different items of annexure I. The enhancement of quantity of items shall be at the same rates.

15. RISK PURCHASE

BHEL will have the option to purchase from elsewhere at the risk and cost of the contractor, any spare / component required for the repair / maintenance of any item covered under the maintenance contract, which the contract has failed to supply within a maximum of 30 days from the date of reporting the fault or if the same were not available, the best and the nearest available substitute thereof. Price of the spare / component thus purchased by BHEL including 30 % overheads shall be recovered from the bill of the contractor.

16. CONTRACT TERMINATION

BHEL reserves the right to addition / deletion of items based on unit rates and terminates this Maintenance contract at any time by informing the contractor of their intention to do so without assigning any reason by one month written notice. In such case no payment will be given for the balance period of Maintenance Contract including the period of services.

17. PAYMENT PLAN

Payment will be released quarterly on prorata basis upon rendering of satisfactory services. The Contractor is required to submit with the bills for quarterly charges for verification of the bills and release of payment. The payment would be released within 30 days for the commercially and technically clear bills.

18. RENEWAL OF MAINTENANCE CONTRACT

The Duration of the contract shall be initially for one year. It shall be extendable by one year in case of BHEL's need and subject to satisfactory services by the vendor on same terms & conditions.

19. VISIT TO SITE

The Vendor may visit the site with prior permission before quoting and submit a undertaking report as per Annexure-8 of NIT. No Claim whatsoever shall be entertained afterward.

20. NON DISCLOSURE AGREEMENT

The Contractor has to enter into a NON disclosure agreement with BHEL as per the standard format of BHEL.

21. RATE SCHEDULE:

21.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates. Price is to be quoted as per rate schedule in Price Bid-part II.

21.2 The tenderer shall quote the prices in part II price bid only.

22. TAXES & DUTIES:

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding Service Tax on output services shall be as per following clauses:

22.1 Service Tax & Cess on Service Tax:-

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and

Cess on Output Services. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract

For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service.

Name and address of the contractor should be same in the service tax invoice and bill. Any change in the name and address in past should be supported by documentary evidence duly certified by the registering authority.

Purpose of above requirements, interalia, is to enable availment of Cenvat credit by BHEL. As per recent amendments in Service Tax, time restrictions for taking Cenvat credit is within six months from date of invoice. Wherever Cenvat credit could not be availed by BHEL within statutory time limit of 6 months due to delay in submission of invoices or for any other reasons attributable to contractors. Liability towards loss of such Cenvat credit shall be passed on to contractors.

22.2 Tax Deduction at Source:-

Tax shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.

22.3 New Taxes/Levies:

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made.

Unpriced Rate Schedule

| SN | Description / Item of Work | Single Lump Sum Rate "A" in Rupees | |
|----|--|------------------------------------|----------|
| | | In Figures | In words |
| 1 | "Rate Contract of Annual Maintenance Contract of Servers, Network Equipment, Computers and Peripherals at PSNR Noida & Advant Building Noida" | / | / |

Note :

1. Single Lump sum Rate "A" shall be quoted in Rupees and shall be quoted by the party.
2. L-I bidder would be decided on the basis of Single Lump sum rate "A" in rupees.
3. In case if there is no RA process and we go for price bid opening and after Price Bid opening, there is a tie among two or more bidders in L-I rates (i.e quoting exactly the same LEAST Single Lump Sum Rate "A"), then these bidders shall be intimated separately to submit rebate in Rupees in a 'SEALED ENVELOPE'. The L-I shall be the party who offers the maximum rebate and the new Single Lump Sum Rate "A" less the rebate offered.
4. In case of further tie, process of sl no 6 is repeated so as to arrive at a single L-I Lump Sum rate.
5. The above rate quoted shall be firm against this tender throughout the contract period including the extended period if any and no price variation provisions are applicable. In case more no. of models are quoted, the lowest rate amongst the technically accepted models shall be considered.
6. Rates for Individual Items would be calculated as per Annexure-I.

Annexure-I

| List of Servers, PCs & Peripherals | | | | | |
|---|---------------|------------------------|--|-----------------|---|
| Sl. No. | Item | Make / Model | Description / Details | Quantity | Applicable rate per quantity per annum |
| 1 | Server | HP - ProLiant DL 380G5 | Mounting: Rack models, Height: Max 2U, Processor: Dual Core Intel Xeon 3.0 GHz, No. of processors: 2, Memory: 4GB ECC DDR2 667 MHz SDRAM or more with 1GB or higher memory modules, HDD: 5 X 146 GB Hard disk hot plug SAS 10k rpm RAID – 0,1,5, | 8 | ("A"x2.0)/100 |
| 2 | PC | HP - DC 7800 SFF | Processor: Intel Core 2 Duo 2.13 GHz, 2 MB L2 Cache, 1066 MHz FSB, RAM : 2 GB DDR2 SDRAM @ 667 MHz or above expandable to 4 GB, HDD: 80GB SATA SMART II/III 7200 rpm with Pre-Failure alert | 75 | ("A"x0.17)/100 |
| 3 | Note book | HP - 6710b | Processor: Intel Core Duo processor, 1.2 GHz or higher, 533 MHz FSB or above | 68 | ("A"x0.47)/100 |
| | | HP - Compaq 2510p | Processor: Intel Core Duo processor, 1.2 GHz or higher, 533 MHz FSB or above, Memory: 1 X 512 MB 533 MHz DDR2 expandable upto 1GB or more | 15 | ("A"x0.47)/100 |
| 4 | Printer | HP - Lajerjet 3005dn | RAM: 64 MB or 80 MB (OEM Original) | 22 | ("A"x0.47)/100 |
| 5 | Scanner | HP - SJ 8350 | SJ 8350 | 5 | ("A"x1.15)/100 |
| 6 | Switch | CISCO - C3560 | CISCO /POE L3 SWITCH 24 port | 1 | ("A"x3.30)/100 |
| 7 | UPS | EMERSON | Liebert ITON- 1 KVA | 75 | ("A"x0.17)/100 |
| 8 | UPS Batteries | | Batteries for 1000 VA UPS above.(Rates are per unit and consumption and payment shall be as per actuals.) | 1 | ("A"x0.10)/100 |

Service tax extra as applicable at present @ 12.36%

DATE:
PLACE:

SIGNATURE:
NAME OF SIGNATORY:
NAME OF BIDDER:

(SEAL OF THE BIDDER)

General Conditions of Contract (GCC)

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super-scribing the name of work as given in the tender notice. 2. The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
2. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED/ COURIER POST**" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
3. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
4. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
5. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
6. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
7. The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
8. All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
9. **QUALIFICATION OF TENDERERS**
 - i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
 - ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered

General Conditions of Contract (GCC)

iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.

iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.

10. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

a) INCOME TAX PERMANENT ACCOUNT NUMBER

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

b) ORGANIZATION CHART

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

c) An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.

d) **IN CASE OF AN INDIVIDUAL:** His full name, experience, address and nature of business.

e) **IN CASE OF PARTNERSHIP FIRMS:** The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.

f) In additions to the above, the particulars required elsewhere in tender documents.

g) IN CASE OF COMPANIES:

a. 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).

b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

NOTE : In terms of clauses mentioned above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

11. EARNEST MONEY DEPOSIT

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

i. EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT

General Conditions of Contract (GCC)

- ii. EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender.
- iii. No other form of EMD remittance shall be acceptable to BHEL
- iv. Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Northern Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.

Note: The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.

- b) if Bidders who have already deposited such "One Time EMD" of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL PSNR HQ issuing the tender shall be enclosed along with the offer. EMD by the bidder will be forfeited as per Tender Documents
 - i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- c) EMD shall not carry any interest.
- d) 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

12. **AUTHORISATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/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

- 13 **VALIDITY OF OFFER:** *The rates in the Tender shall be kept open for acceptance for a minimum period of SIX MONTHS from latest due date of offer submission (including extension, if any) . In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.*

- 14 **EXECUTION OF CONTRACT:** The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in

General Conditions of Contract (GCC)

the prescribed form as per *ANNEXURE-`I`* with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.

15 SECURITY DEPOSIT

- I. 15.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

| SN | Contract Value | Security Deposit Amount |
|----|-------------------------------------|---|
| 1 | Up to Rs. 10 lakhs | 10% of Contract Value |
| 2 | Above Rs. 10 lakhs upto Rs.50 lakhs | 1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs. |
| 3 | Above Rs. 50 lakhs | Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs. |

- II. The security Deposit should be furnished before start of the work by the contractor.
- III. Security Deposit may be furnished in any one of the following forms-:
- Cash (as permissible under the Income Tax Act)
 - Pay Order / Demand Draft in favour of BHEL.
 - Local cheques of scheduled banks, subject to realization.
 - Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
 - Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
 - EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- IV. The Security Deposit shall not carry any interest.

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- V. In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
- a) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
 - b) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
 - c) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL
 - d) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
- VI. The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
- VII. 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.

16 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

NOTE: All the BGs are to be submitted as per BHEL/PSNR performa.

- 17 **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

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18 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 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 Site Engineer / Construction Manager. 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 the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- 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), addressed to the Subcontracting Department of the respective Region.

19 REJECTION OF TENDER AND OTHER CONDITIONS

- a) 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:-
 - i. To reject any or all of the tenders.
 - ii. To split up the work amongst two or more tenderers as per NIT
 - iii. To award the work in part if specified in NIT
 - iv. 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.
- b) 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.
- c) Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule in line with clause no. 9.0 of the „NIT“. The decision of BHEL will be final in this regard.
- d) 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

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- 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.
- e) 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, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
 - f) 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.
 - g) Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
 - h) 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 of the fact as per specified format, 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.
 - i) 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.
 - j) 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
 - k) 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.
 - l) 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.
 - m) If the final price of successful bidder is lesser by „more than 20%“ of BHEL's estimates then only, „Additional Security Deposit“ will be required to be submitted by the successful bidder with value as follows:
 - n) **Additional Security Deposit** =30 % of (A-B) will be calculated as below:
A = 80% of BHEL estimate
B = The final offered price of successful bidder through RA (In case of RA)

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OR

Sealed paper price bid of successful bidder (in case of paper bid)

This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be deposited/ revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.

The BHEL's estimated value shall be disclosed to successful bidder (on request) in case 'Additional Security Deposit' is applicable.

- 20 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 (of the respective Power Sector Region inviting the Tender), a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its Power Sector Regional Offices or its Authorized Officers or its Site Engineers or other employees authorized 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 Administrative charge of the respective Power Sector Region.
 - III. "COMPETENT AUTHORITY" shall mean Executive Director or Group General Manager or General Manager (Incharge) or General Manager or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (Incharge) 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 at Site or at the Headquarters of the respective Power Sector Regions.
 - V. "SITE" shall mean the places or place at which the plants/equipments 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 equipments 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 Agreement of Work Order, 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.

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- 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, Corrigendums, 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 Letter/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 equipments covered by the contract.
- XIV. “EQUIPMENT” shall mean equipment, machineries, materials, structural, electricals 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 equipments 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.

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- 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 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 premature closing of contract due to reasons as mentioned in the contract
- XXIX. "DE MOBILISATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor
- XXX. "RE MOBILISATION" shall mean the resumption of work with all resources required for the work after demobilization.

21 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 Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, 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

22 ISSUE OF NOTICE

a) 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 to or leaving the same at the Contractors 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.

b) Service of notice on BHEL

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

23 USE OF LAND No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

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24 COMMENCEMENT AND COMPLETION OF WORK

- a) The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
- b) If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- c) All the works shall be carried out under the direction and to the satisfaction of BHEL.
- d) The transported equipment erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

25 MEASUREMENT OF WORK AND MODE OF PAYMENT

- a) All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- b) 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 the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- c) These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book and signed by both the parties.**
- d) Based on the above quantities, contractor shall prepare the bills in the prescribed proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after affecting the recoveries due from the contractor.
- e) All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- f) Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.

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- g) Measurement shall be taken jointly by persons duly authorized by BHEL and the Contractor.
- h) 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 cost to BHEL, provide all the assistance with appliances and other things necessary for measurement.
- i) 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 remeasurement shall be borne by the Contractor.
- j) *Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.*
- k) Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.

26 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.

- a) 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.
- b) To terminate the contract or get any part of the work done through other agency or deploy BHELs own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of one month by BHEL, in the event of:-

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- i. Contractors continued poor progress
 - ii. Withdrawal from or abandonment of the work before completion of the work
 - iii. Contractors 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
 - x. In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule
- c) To meet the expenses including BHEL overheads on the differential cost at 5%, over and above the Liquidated damages/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, or 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
- d) 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.
- e) 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 5% on all such payments along with interest as defined elsewhere in the GCC.
- f) While every endeavour 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.
- g) 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

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contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC 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.

h) 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 in following cases:

- i. The balance works (including but not limited to Trial Operation, PG Test, etc) are minor vis a vis the scope of work envisaged as per the contract.
- ii. There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL)
- iii. The balance works cannot be done within a reasonable period of time as they are dependent on unit shutdown or on other facilities of customer or any other reasons not attributable to the contractor

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 (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test, etc) as mutually agreed, shall however be reduced from the final contract value.

27 REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.

28 RESPONSIBILITIES OF 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.:

- a) As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- b) The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.

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- c) The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- d) The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/ customer.
- e) The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case BHEL is forced to make any such payment, BHEL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- f) While BHEL will pay the inspection fees of the Boiler/ Electrical Inspectorate, all other arrangements for the periodical visits of Boiler/ Electrical Inspector to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with his welder's qualification/ requalification tests etc.
- g) The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- h) The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- i) The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- j) The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- k) All the properties/ equipment/ components of BHEL/ its customer loaned with or without deposit, to the contractor shall remain the properties of BHEL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good

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condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by BHEL/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.

- l) It shall not be obligatory on the part of BHEL to supply any tools and tackles or materials other than those specifically agreed to be given by BHEL. However, depending upon availability / possibility, BHEL/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by BHEL/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one instalment.
- m) The contractor shall fully indemnify and keep indemnified BHEL/ its customer against all claims of whatever nature arising during the course of execution of this contract.
- n) In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- o) Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to BHEL.
- p) The contractor shall execute the work under the conditions usual to such power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.
- q) The contractor will be directly responsible for payment of wages to his workmen. A payroll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to BHEL, if called for.
- r) In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- s) No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- t) ***No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.***

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- u) The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by BHEL / its customer.
- v) Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- w) 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.
- x) 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.
- y) The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

29 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT. All safety rules and codes applied by BHEL and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

- a) The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials.

General Conditions of Contract (GCC)

- (i) Safety Helmets conforming to IS-2925
 - (ii) Safety Belts conforming to IS-3521
 - (iii) Safety shoes conforming to IS-1989
 - (iv) Eye & Face Protection devices conforming to IS-8520 and IS-8940
 - (v) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- b) All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
- c) All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.

The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

- d) Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

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- e) In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- f) In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- g) If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- h) The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized BHEL official from time to time as prescribed.
- i) During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- j) Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- k) The contractor shall be responsible for the safe storage of his radioactive sources.
- l) All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- m) Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to BHEL's satisfaction, BHEL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.

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Before commencing the work, the contractor shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

- n) If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job

30 CONSEQUENCES OF CANCELLATION

- a) Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- b) In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

31 INSURANCE

- a) BHEL / its customer shall arrange for insuring the materials / property of BHEL / its customer covering the risks during transit, storage, erection and commissioning.
- b) It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the contractor.
- c) If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- d) The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by BHEL or customer. For lodging / processing of insurance claim the tractor will submit necessary documents. BHEL will reserve the right to recover the loss from the contractor, in case the

General Conditions of Contract (GCC)

damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance.

- e) If due to negligence/ carelessness on the part of the contractor, any material/ equipment gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- f) If due to negligence/ carelessness on the part of the contractor, any surrounding properties also gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.
- g) The contractor may note that BHEL T&Ps / IMTEs are not 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.

32 STRIKES AND LOCKOUTS

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

33 FORCE MAJEURE

The following shall amount to force majeure conditions.

- a) Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- b) If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the

General Conditions of Contract (GCC)

contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

34 ARBITRATION & RECONCILIATION

- a) 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(Region).

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 re enactments 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.

- b) 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.

- c) The cost of arbitration shall be borne equally by the parties.

- d) Work under the contract shall be continued during the arbitration proceedings

General Conditions of Contract (GCC)

Annexure-I

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Region

.....

.....

CONTRACT AGREEMENT

AGREEMENT NO. _____

| | |
|--|--|
| NAME OF WORK | |
| NAME OF THE CONTRACTOR WITH FULL ADDRESS | |
| VALUE OF WORK AWARDED | |
| LETTER OF INTENT NO. | |
| TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION) | |

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER)

General Conditions of Contract (GCC)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____
_____ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.----- dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.-----executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.-----(Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.-----submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

General Conditions of Contract (GCC)

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

General Conditions of Contract (GCC)

14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----
and the documents specified therein.

2. Contractor's Offer No-----
dated-----.

3. _____

4. _____

5. _____

6. Letter of Intent No_____ dated_____.

7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

1.

2.

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BHEL)

General Conditions of Contract (GCC)

Annexure-II

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Northern Region, Plot No.25, Sector-16A, Noida (UP) hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

General Conditions of Contract (GCC)

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi/ Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)
(Signatory No.-----)

DATED:

SEAL

=====
Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.