



**Bharat Heavy Electricals Limited**  
**Solar Business Division**  
**Malleshwaram, Bangalore – 560012**

**Ph. 080 22182332/9741048889**

PV-O&M- DEPT.

E-mail- [cjaka@bhel.in](mailto:cjaka@bhel.in), [kapilverma@bhel.in](mailto:kapilverma@bhel.in)

**NOTICE INVITING TENDER**

- 1 TENDER NUMBER(RFQ) : **BHEL:SBD:PVOM:NTPC:SIMHADRI:25MW:O&M Dt: 06.08.2021**
- 2 NAME OF WORK : Operation and Maintenance works of 25 MW floating Solar PV Power Project at NTPC Simhadri, Andhra Pradesh for a period of 36 months. **(All listed works shall be undertaken and executed)**
- 3 ESTIMATED COST : **Rs 390.95 Lakhs (Approx.) Plus applicable GST.**
- 4 EARNEST MONEY DEPOSIT : **Rs. 5.0 Lakhs (Applicable for MSME Venders also)**  
**Bidders can submit Rs. 5.0 Lakhs EMD through DD/SBI Collect (Please refer "Instructions to tenderer" for guideline for payment through SBI Collect).**
- 5 SECURITY DEPOSIT :
  - a) Security Deposit (SD) will be 5% of the work order amount.
  - b) 50% of SD shall be submitted before start of work.
  - c) Balance will be recovered from running Bills at a rate of 10% per bill.
  - d) 50% of SD will be released after completion of all the works and remaining 50% after 6 months from the date of completion of all the works.
- 6 DURATION OF WORK : 36 Months from the date of site handover for O&M, likely in Aug'2021
- 7 LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT : 17.08.2021 Before 01:00 P.M.
- 8 ADDRESS TO BE SUPERSCRIBED ON TENDER ENVELOPE : Mr. Chandrashekhar C Jaka, DGM, (PV-O&M)  
1<sup>st</sup> Floor, Insulator Engineering Building,  
BHEL- Solar Business Division  
Prof. C.N.R Rao Circle, Opp. Indian Institute of Science,  
Malleshwaram, Bangalore -560 012.
- 9 DATE AND TIME OF TECHNICAL BID OPENING : 17.08.2021 at 01:30 P.M
- 10 DATE AND TIME FOR SITE INSPECTION. : The Bidder is advised to visit the site and examine the site conditions.  
(Please call on 9489873266 / Shri Edarada Dayachari or 9440106183/ Shri D Gowrishankar for inspection)

NOTE: The tenderer shall return the dully filled in tender document after affixing signature on all pages and submit. Keep referring the BHEL tender website for any addendum or corrigendum and no individual intimation will be given.



Bharat Heavy Electricals Ltd  
Solar Business Division  
Malleshwaram, Bangalore – 560012

**Tender Document for**

**Operation and Maintenance works of 25 MW floating Solar PV Power Project at NTPC Simhadri, Andhra Pradesh for a period of 36 months.**

**TENDER RFQ No: BHEL:SBD:PVOM:NTPC:SIMHADRI:25MW:O&M Dt: 06.08.2021**

**TECHNICAL BID DATE OF OPENING: 17.08.2021** (Price bid opening date intimation will be given separately)

Part – I	Technical cum Commercial Bid	.....	20 Pages
	Unpriced Bid	.....	05 Pages
	TECHNICAL SPECIFICATIONS	.....	73 Pages
	BHEL General Conditions of Contract 2019	.....	33 Pages
	Integrity Pact	.....	08 Pages
	Bank Guarantee format	.....	04 Pages
Part – II	Price Bid	.....	05 Pages

**Note:**

1. Part – I: To be submitted in a separate sealed cover.
2. Part – II: To be submitted in a separate sealed cover.
3. Part-I, Part-II, Tender EMD sealed covers should be put in outer envelope and super scribing the Name of work and Name & Address of the Tenderer.
4. Only those bidders who have entered into Integrity Pact with BHEL would be competent to participate in the bidding. In other words, entering into integrity Pact shall be preliminary qualification.



BHARAT HEAVY ELECTRICALS LTD, SOLAR BUSINESS DIVISION, BANGALORE- 12

**TENDER NUMBER RFQ: BHEL:SBD:PVOM:NTPC:SIMHADRI:25MW:O&M**

**Dt: 06.08.2021**

**PART-I TECHNICAL-CUM-COMMERCIAL BID**

(To be furnished by the Bidders)

01. NAME OF THE WORK : **Operation and Maintenance works of 25 MW floating Solar PV Power Project at NTPC Simhadri, Andhra Pradesh for a period of 36 months. (All listed works shall be undertaken and executed)**
02. APPROXIMATE ESTT.COST RS. : Rs. 390.95 Lakhs (approx.) Plus applicable GST.
03. DURATION OF WORK : **36 Months** from the date of site handover for O&M, likely in Aug'2021
04. NAME OF THE CONTRACTOR :
05. ADDRESS
- (A) OFFICE :
- E-mail :
- TEL. PH. NO. :
- (B) RESIDENCE :
- TEL.PH NO :
06. PAN NO :
07. GST NO :
08. STAFF STRENGTH :
09. DOCUMENTS FULFILLING TENDER : Enclosed / Not enclosed  
PRE-QUALIFICATION CRITERIA
10. a) SCOPE OF WORK : UNDERSTOOD/ NOT UNDERSTOOD  
(As per schedule of items)
- b) Accept to execute all activities : YES/ NO  
of Schedule of works
- c) Full acceptance to all points : YES/ NO  
mentioned in "Notes" under  
Schedule of works
11. a) EMD PARTICULARS (DEMAND DRAFT/ :  
SBI COLLECT REF NO. / BG DETAIL)
- b) Electronic Funds Transfer (EFT) form enclosed : Please fill up the form in ANNEXURE-II



12. Penalty as per BHEL General conditions of contract : Understood / Not Understood  
2019 clause No. 2.7.9

O&M activities are defined item-wise with particular rate.

In case vendor does not execute any of the jobs within 30 days,  
BHEL reserves the option to execute the same themselves and  
the cost incurred will be deducted from the vendor's bills.

13. Constitution of Firm : Individual / Sole Proprietorship Concern /  
Partnership Firm / Public Ltd. Company/  
Private Ltd. Company.

15. Accept to pay statutory payments like ESI, PF  
etc., as per terms and conditions of  
BHEL and Govt. guideline's : Accepted / Not accepted

16. BHEL Payment terms acceptance as per GCC : Accepted / Not accepted

17. O&M Contractor shall comply with law of land : Accepted / Not accepted  
for deployment of manpower

**Note:**

1. Bidders are advised to quote their best prices (% above/below the total estimate +/- (or) at par).
2. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.



### **PRE QUALIFICATION CRITERIA**

1. Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year, should be **30% of the NIT value**. Bidder shall submit the audited balance sheets for past 3 years. In case, audited balance sheet is not available for current year, unaudited balance sheet is acceptable.
2. Experience of having successfully completed similar works during last 7 years ending last day of previous month to the one in which applications are invited should be either of the following:
  - a. Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. (i.e. Rs. 156.38 lakhs plus GST)
  - b. Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost. (i.e. Rs. 195.48 lakhs plus GST)
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost. (i.e. be Rs. 312.76 lakhs plus GST)

“Similar work” is defined as contract which includes Operation and Maintenance / Electrical Installation & Commissioning of Power Plants / Sub Stations of voltage level 33KV and above, in India.

Overall contract value will be considered for each similar work irrespective of the O&M / I&C value. As evidence to this, the vendor shall submit (a) Copies of work orders from the clients, (b) Completion Certificate from client/client certified invoice.

3. Any vendors, against whom, action due to non-performance has been initiated by BHEL are not eligible for participation. The tender envelope submitted by such a firms/bidder will not be opened for evaluation and no communication in this regard will be entertained.

**Note: Offers of the Tenderers not meeting the above requirements are liable to be rejected.**

#### **Documents required to be submitted:**

1. Certificate of Incorporation of the Bidder's company.
2. Registration Certificate with ESI and PF Authority/Declaration.
3. Income Tax Returns for last Three years
4. Balance Sheet and Profit & Loss Account for the last 03 years signed by auditor.
5. Availability of Technical personnel in letter head.
6. Registration with BHEL/CPWD/other Govt. organization/PSU if any.
7. Declaration for fulfilling the BOCW requirements in bidder's letter head if any.
8. List of equipment to be mobilized at site in bidder's letter head.
9. GST Registration details or Declaration in bidder's letter head.
10. Declaration by bidder's for not blacklisted and/or not banned by any PSU's (or) Government institutions/organizations (or) semi-Government institutions/organizations in bidder's letter head.

**All the supporting documents to be signed and sealed by the bidder (BHEL have the rights to verify the original documents if required)**



## **INFORMATION TO THE TENDERER:**

- (i) The Bidders is advised to visit the site and examine the site conditions, but not limited to traffic, location, surroundings, climate, access to site, applicable laws and regulations, and obtain for itself on its own responsibility of all information, as per their understanding, as may be necessary for preparing the Bid and entering into the Contract Agreement. All the expenses in this regard for the subject Solar plant and its associated costs shall be borne by the Bidder.
- (ii) The bidders should carry out preliminary survey at the site before submission of offer to ensure that the rate quoted for the relevant schedule of items are correct and submit the competitive price.
- (iii) The bidder should encourage to use local labour that has the necessary skills as per the requirement of work.
- (iv) Before engaging the labour in to work, Contractor should get the NOC from labours' native police station as well as NOC from local police station (If applicable).
- (v) Contractor to note, BHEL reserves the right to get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:
  - a) Contractors continued poor progress.
  - b) Withdrawal from or abandonment of the work before completion of the work.
  - c) Contractor's inability to progress the work for completion as stipulated in the contract.
  - d) Poor quality of work.
  - e) Corrupt act of Contractor.
  - f) Insolvency of the contractor.
  - g) Persistent disregard to the instructions of BHEL.
  - h) Assignment, transfer, sub-letting of contract without BHEL's written permission.
  - i) Non fulfillment of any contractual obligations, Non-compliance to any Statutory laws / regulations of the land.
  - j) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute job as per required schedule.
- (vi) The liquidated damages/penalties arising out of Risk and Cost will be recovered. BHEL shall recover the amount from any money due from the Contractor, or from any money due to the contractor including security deposit or by forfeiting any T&P asset or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.
- (vii) **Documents to be submitted on award of work (as applicable):**
  - (a) Security deposit in the form of Cash/DD/ NSC's / Kisan Vikas Patra / FDR / Bank Guarantee in favour of BHEL
  - (b) Electronic Fund Transfer Form duly signed & sealed by banker along with cancelled cheque copy
  - (c) Labour license of the workmen engaged, valid for contract period (If applicable)
  - (d) Workmen Compensation Insurance Policy for the workmen engaged and valid for contract period
  - (e) Deduction of statutory taxes (as applicable) at source would be enforced from the running bills at the rates prescribed unless exemption certificate is produced from the concerned authorities.
- (viii) The following documents are to be submitted along with the Running Account Bills for process of payment. Period of billing should be as per BOQ.
  - a) Tax Invoice with details of GST number of BHEL and contractor.
  - b) Measurements of works executed, duly verified by Site in charge / Project manager of BHEL and signed as Accepted by contractor along with the stipulated O&M formats.
  - c) Provident PF Remittance challan for the bill duration.
  - d) ESI Remittance challan for the bill duration.
  - e) Invoice submitted along with running bills to indicate the GST amount charged and bear GST NUMBER etc. as per prevailing taxes.
  - f) Bill submitted subsequently to be accompanied with a declaration that GST liability on the earlier bill has been discharged.
    - i) by paying money to the Government (along with Tax paid Challan Copy)
    - ii) by utilization of Input GST Credit
  - g) BOCW Registration and payment proof if applicable.
  - h) O&M reports (as applicable) as per instruction of Engineer In-charge.



**Bharat Heavy Electricals Limited**  
**SOLAR BUSINESS DIVISION**  
MALLESHWARAM- BANGALORE-12  
**INSTRUCTIONS TO TENDERER**

1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in similar Operation & maintenance works of Solar power plants with 33KV switchyard.

2. Project detail and location:

Project Name	25 MW floating Solar PV Power Project at NTPC Simhadri
Owner	M/s NTPC
Location	Simhadri, Andhra Pradesh

3. **Tenders should be addressed to: Mr. Chandrashekhar C Jaka, DGM, (PV-O&M), 1<sup>st</sup> Floor, Insulator Engineering Building, BHEL- Solar Business Division, Prof. C.N.R Rao Circle, Opp. Indian Institute of Science, Malleshwaram, Bangalore – 560 012. In three separate sealed cover for “Technical cum Commercial Bid”, Price Bid & EMD duly super scribed and put in an outer envelope, super scribing the Name of work, Tender no. and Name and address of the Tenderer.**
4. The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with email id, telephone/mobile number (both office and residence).
5. All entries in tender documents should be in one ink (preferably blue ink). Erasing and overwriting is not permitted. All corrections should be duly signed by tenderer concerned.
6. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings if any attached there to before submitting tender.
7. Percentage above or below estimate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to overall cost shown in the attached schedule. These rates shall be for the finished work at site. The rate shall include all taxes and duties payable on account of , Octroi, tax etc (except GST. on work contract) and also expenses towards PF and ESI contributions.
8. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.
9. The rate to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as “Octroi, etc except GST, arising from Act passed by Parliament or State Legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders.
10. (a) The rate quoted in the tender shall remain valid for a period of ‘THREE MONTHS’ from the date of opening tender.  
(b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.  
(c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.  
(d) **PRICE VARIATION clause not applicable.**
11. The rates quoted should be excluding GST arising on the transaction. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), TDS(GST) (as applicable) under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor. **The rate/Percentage quoted by bidder shall be excluding GST which shall be shown separately in price bid.**
12. Before tendering, the tenderer is advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of material, Condition of each equipment and extent of repair / replacements to be carried out and labour work involved. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into, subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
13. Details and quantities of each item of work shown in the bill of quantities attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the



discretion of the competent authority. The work under each item as executed to the satisfaction of the engineer in charge and records/reports to be submitted by the Contractor.

14. Should a tenderer find discrepancies or omission in the drawing attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
15. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the latter case, a copy of the power of Attorney duly attested by a Gazette Officer must accompany the tender.
16. If in any case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
17. Tender must be accompanied by Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.
18. **The Earnest money deposit may be furnished**
  - a) **Through Demand Draft in favour of BHEL SBD, Bangalore – 560012.**
  - b) **Through online from SBI Collect.**

#### Guidelines for payment of EMD Fee

Step-1: Please enter the following link in your internet address browser or click on the following link.

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

Please click on “proceed” after Clicking “Check Box” to proceed for payment

Step-2 : Now the SBI’s SB-Collect site gets opened. Please select State of Corporation as “ KARNATAKA” and type of Corporation as “ PSU” and then click on “Go” appearing on the screen.

Step-3 : Now select “ Bharat Heavy Electricals Ltd ” from the dropdown table appearing against “PSU Name” and click Submit

Step-4: Now select “Others” from the dropdown table appearing against “Category” and click Submit

Step-5: The below screen (similar) will appear. Please select sub category “EMD” and fill up other details and transfer money.

State Bank Collect / State Bank Collect

State Bank Collect

**बीएचईएल**  
**BHEL**

BHARAT HEAVY ELECTRICALS LTD  
BHEL HOUSE, SIRI FORT, NEW DELHI-110003

Provide details of payment

Select Payment Category \* OTHERS

SUB CATEGORY \* --Select SUB CATEGORY--

NAME \*

VENDOR CODE

AMOUNT \*

Remarks

Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number.  
This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.

Name \*

Date of Birth / Incorporation \*

Mobile Number \*

Enter the text as shown in the image \* 87E21

19. For reimbursement of Earnest Money Deposit, the tenderer should fill the enclosed EFT form, obtain the Banker’s signature and also enclose a photocopy of cancelled cheque leaf.





20. Unless the bidder whose tender is accepted, signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money Deposit (EMD) will be forfeited and acceptance of the tender will be withdrawn.
21. If after opening of tender, a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by bidder will be forfeited and acceptance of bidder's tender will be withdrawn.  
If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.
22. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.
23. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
24. Tenderer shall submit Solvency Certificate for the value specified from a Bank of standing regarding the tenderer's financial position (as applicable).
25. The tenderers should enclose relevant documents regarding constitution of firm i.e. Individual / Sole Proprietorship Concern / Partnership Firm / Public Limited Company / Private Limited.
26. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:
  - a) Name of the work, value and address.
  - b) The balance work remaining to be done on the same.
27. a) The filled in tender sealed cover shall be handed over/couriered/speed post to at office of **Mr. Chandrashekhar C Jaka, DGM, (PV-O&M), 1<sup>st</sup> Floor, Insulator Engineering Building, BHEL- Solar Business Division, Prof. C.N.R Rao Circle, Opp. Indian Institute of Science, Malleshwaram, Bangalore – 560 012** before the time fixed for submission of tender.  
b) Tenders received after the due date & time of opening of tenders will be rejected.
28. The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.
29. Tenders submitted by speed post or courier service, shall be posted with due consideration of any delay in postal delivery. Tenders received after the due date of opening tenders are liable to be rejected.
30. If proprietor or partner of a firm expires after the submission of tender or after the acceptance of tender, BHEL reserves the right to cancel the contract if the character of the firm undergoes a substantial change.
31. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
32. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units or any other Customer / clients, BHEL reserves the right to reject such tender at any stage including contract execution period and initiate penal action against the bidder as deemed fit.
33. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
34. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
35. The expenses for completing the stamping agreement shall be borne by the contractor.
36. Unless or otherwise stated above tendered work includes men, material, machine as agreed to in the contract.
37. Any covering letter and comments of the tenderer should be submitted along with the offer.
38. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its shareholder's relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.
39. These 'INSTRUCTIONS TO TENDERER' & GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Contract agreement for the work to be entered into. The Contractor has to scrutinize the same, and when submitting his tender, indicate his acceptance of both. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERER' shall prevail. (Extracts of important clauses of BHEL GCC are enclosed).



40. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment to be brought by the tenderer.
41. The Contractor shall comply with the provision of Employees Provident Fund's and miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose, he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan receipt of monthly remittance of the contribution made by him to the Commissioner. He shall also furnish such returns such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".
42. The Contractor should get himself registered with the E.S.I Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the Labour employed by him for the work and produce the challan/Receipts of remittance of the ESI contributions due under the E.S.I Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities' through the Principal Employer. The contractor can remit their ESI & PF through a sub-agent who processes the ESI & PF code and agrees to enter an MOU with the contractor.
43. The Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through the Principal Employer.
44. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and / or reimburse BHEL the expenses so incurred.
45. Contractor shall insure all his labourers and material. Any claim by his Employees for damages shall be settled by the Contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
46. Any action brought in by anybody on BHEL regarding patent, right etc., used by Contractor in execution of work shall be defended by the Contractor and / or reimburse BHEL the cost of the same.
47. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do by any Government Agencies.
48. Contractor shall comply with the provision of Payment of Bonus Act and shall pay the payment of bonus to the labours deployed.
49. Contractor should obtain "Workmen Compensation Policy" for their Employees.



**BHARAT HEAVY ELECTRICALS LIMITED**

(Solar Business DIVISION)

MALLESHWARAM- BANGALORE-12

GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/ us is subject to the aforesaid BHEL General Conditions of Contract/ Technical Specification which has been read and accepted by me/us.

## **CONDITIONS OF CONTRACT**

### **LABOUR**

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The contractor shall furnish to the Engineer-in-charge at the intervals specified by him. A distribution return of the number and description by trades of the people employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contractors Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub- contractors comply with or cause to be complied by with sub-contractors, labour Regulations in regard to all matters provided therein.

The Contractors shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Payment of Bonus Act, Maternity Benefit Act 1961 or any modifications there of or any other law relating thereto and rules made there under from time to time.

The Contractors shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees', State Insurance Act, 1948", as amended from time to time. The Contractors shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his code Number only. The Contractor shall be liable to pay his contribution and the Employees' contribution towards PF as per Provident Fund Rules and Regulations in respect of all labour employed by him for the execution of the contract.

The contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code Number only. The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non - payment of wages or of deductions made from him or their wages which are not justified by the terms of the contract of non-observance of the said contractor's Labour Regulations.

The Contractors shall indemnify the BHEL against any payment to be made under and for observance of the regulation aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

### **MODEL RULES FOR LABOUR WELFARE**

The Contractor shall at his own expense comply with or cause to be complied with model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works, In case the Contractors fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

**SAFETY CODE****RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, contractor shall submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL Officer: -Safety Helmets conforming to IS-2925: 1984.
  - (i) Safety Belts conforming to IS-3521: 1983.
  - (ii) Safety Shoes conforming to IS-1989: 1978.
  - (iii) Eye and Face protection devices conforming to IS-8520: 1977 and IS-8940: 1978.
  - (iv) Hand and body protection devices conforming to:
    - IS-2573: 1975
    - IS-6994: 1973
    - IS-8807: 1978
    - IS-8519: 1977
4. In view of present pandemic situation, Bidders are mandatorily has to ensure all precautionary measures as per guidelines issued by State/Central government/District administration to prevent spread of COVID-19 like usage of Personal protective Equipment's and other norms like wearing masks, maintaining social distance and other instructions issued from time to time and also quote percentage including cost incurring due to prevent spread of COVID-19.
5. Successful bidder should take utmost care of their manpower deployed, considering the current outbreak due to COVID-19, Successful bidder should take precautionary measures as per guidelines issued by State/Central government/District administration to prevent spread of COVID-19.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's 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.

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the 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 the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL Official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

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 provisions 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, Govt. of India. etc., prior approval to the authorized 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.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the 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.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses buy the contractor; BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a 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 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.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL Official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL Official shall also submit periodic reports on safety from time to time as prescribed.

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.

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 the job