



**Bharat Heavy Electricals Limited**  
Advanced Research & Manufacturing Plant (ARMP)  
Plot- H1/B2, Karkhiyaon, Pindra, Varanasi

**NIT (Notice Inviting Tender)**

Tenders are invited for following works as per details mentioned under:

Sl. No.	Name of work	Earnest Money	Security Deposit	Duration of Work	Cost of Tender	Reverse Auction
1.	Housekeeping and Cooking at Field Hostels for BHEL ARMP and upkeeping work of site offices, Varanasi.	NIL	10% of the Contract Value	One Year	NIL	<b>Not Applicable</b>

- Tender documents can be downloaded from GeM (Government e Marketplace) portal only. As this is an e-tender, tender fee has been kept Nil.
- In case of MSE vendors, valid UDYAM certificate along with Tender document must be submitted.
- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions / Clarifications, etc. to the tender will be hosted on GeM portal only and will not be published in any other media. Bidders should regularly visit GeM portal to keep themselves updated.
- Bidders to note that this is an e-tender and bidders have to submit this through GeM portal only. No hard copies of tender shall be accepted.**
- All interested bidders are requested to contact undersigned for any query or clarification.

(Issued by)  
Nitesh Priyadarshi  
Manager (SCT)  
Email: [nitesh@bhel.in](mailto:nitesh@bhel.in)  
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**Note:**

- BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
- If any document submitted by the bidder is found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.



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**Scope of Work**

1. BHEL, ARMP, Karkhiyaon Varanasi, a new construction site of BHEL, a central PSU of Government of India requires the services of a reputed, well established and financially sound Housekeeping Company/Firm/Agency for
  - a) Providing Housekeeping, cooking and cleaning services for its field hostels located at Varanasi
  - b) Office assistance, cleaning and up keeping work at BHEL Tarna, Varanasi office and Karkhiyaon, Varanasi site office.
2. The TWO field hostels are located at Shivpur bypass area in nearby location to each other comprises of following facilities:

Field Hostel #1	Field Hostel #2
Rooms - 2 Nos.	Rooms - 3 Nos.
Kitchen - 1 No.	Kitchen - 1 No.
Dining cum Drawing Hall - 1 No.	Dining cum Drawing Hall - 1 No.
Stair & Lobby - 1 No.	Stair - 1 No.
Washrooms/Toilets - 2 Nos.	Washrooms/Toilets - 2 Nos.

3. BHEL ARMP has two offices; one at Karkhiyaon site and second at BHEL HERP, Tarna, Varanasi.
4. BHEL shall arrange fully furnished room with Air Conditioners, Stabilizers, TVs, Geysers, curtains, blankets, mirrors, towels, bed sheets, pillows, pillow covers, power extension, electrical fittings, tube lights, bulbs, fans etc. All the payments like electricity charges, water charges, internet bills, cable TV connections and its monthly subscriptions etc. will be borne by BHEL.
5. BHEL will hand over to the Service provider, upholstery and beds, cots, chairs, tables, kitchen items, washing machines, ACs, Fridges, Coolers, geysers, stablizers, TVs, etc. and the Service provider has to agree to keep proper acknowledgement and shall take care to maintain these items properly. Malfunctioning of any equipment shall not be entertained as excuse for unsatisfactory services. Upon end of contract / termination thereof, the Service provider is liable to return the same to BHEL in good working condition barring normal wear and tear. For Shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill and/or security deposit of the Service provider as the case may be.



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**Details of Service and Manpower Requirement**

1. Services required in two BHEL Field Hostels (BHEL Field Hostel at SKB Puram and Gautam Garden Colony, Varanasi) on all days including Sunday and holidays.
  - (i) Housekeeping Service
  - (ii) Cooking Service
  - (iii) Floor and Bathroom Cleaning
2. Services required in two BHEL offices (BHEL ARMP Offices at HERP, Shivpur and Site Office at Karkhiyaon) on all days including Sunday and holidays:
  - (i) Office assistance
  - (ii) General cleaning and pantry work
  - (iii) Office and Bathroom cleaning
3. Requirement of minimum Manpower for providing the services:

Sl. No.	Description of Manpower	Minimum Number Required (Unskilled Worker)
1.	Cook cum Helper	Two (One for each location)
2.	Safaiwala	1(Full Time) +1(Part time) [One for FHs and One(Part) Karkhiyaon Site office]
3.	Office boy	Two (One for Site and One for HERP office)

**Brief Description of Required Skills for aforementioned workers:**

**3.1 Cook cum Helper:**

- Preparing dishes and meals of Indian Cuisines
- Maintaining cleanliness and Hygiene and Proper Dressing sense.
- Familiar with safety rules in kitchen
- Knowledge about kitchen equipment cutting of raw items/ vegetables etc and familiarization with their use in kitchen
- Preservation, storage and servicing of foods
- Cleaning of food utensils and other relevant equipment
- Other skills which are required to perform the tasks of cooking services
- Perform all tasks in addition to cooking in kitchen i.e. purchasing of raw materials, vegetables etc.
- Remove the required ingredients, clean and cut vegetables as per requirements.
- Serving food to the guests, bed tea etc.
- Crockery management, glassware and table ware management
- Set up crockery for lunch, dinner etc.
- Notify material requirements to In-charge



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- Basic knowledge of food safety and quality standards.
- Communicate effectively with the Visitors as well as with In-charge in a polite language.
- Other skills which are required to perform the tasks of pantry services
- Having acceptable appearance and pleasing personality and good mannerism.
- Possessing skills of making beds and changing linens
- Washing of covers, curtains, bedsheets, pillow covers, towels as and when required through Washing Machine
- Good communication skill and polite.

### 3.2 Safaiwala

- Sweeping, polishing and mopping hard floors.
- Keeping bathrooms stocked with toiletries and other supplies
- Cleaning mirrors and other glass surfaces • Cleaning of toilets, Basin, stair cases and handrails.
- Cleaning in and around the guest house premises.
- Cleaning of fans/ACs, window including Glass Pane from inside and outside, dusting.
- Cleaning of doors and jali doors, entry gates etc.

### 3.3 Office Boy

- Keeping surveillance in the office and report any untoward immediately.
- Cleaning/Dusting of chair/table etc.
- Preparing and serving tea, snacks, water etc.
- Maintaining hygiene and cleanliness in pantry □ Basic Reading knowledge of Hindi / English □ Arranging petty items from local market.
- Knowledge about office working and skills to communicate and entertain visitor to office.

Code of Conduct for workers:

### 4. The Service provider shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the BHEL Varanasi.
- Shall not drink on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty.
- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident / misconduct or misbehavior occurs, to guests and the authorities of BHEL Varanasi.
- Shall not smoke in the office premises.
- Uphold dignity of women.
- Be proactive, obedient and polite to all BHEL staff and follow instruction given from time to time.



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### 5. ITEMWISE SCOPE OF WORK

#### (A) Housekeeping Services

The service provider/Firm/Agency/contractor shall undertake all types of work round the clock on all days of the year viz. cleaning, dusting, toilet cleaning etc. in general and following works in particular:

##### 1 Daily Work:

- 1.1 Maintenance and cleaning of all the rooms (with toilet cum bath room), kitchen, dining hall, glass window pane, and all fixtures/furniture at the field hostels.
- 1.2 Wet mopping of rooms, corridor and waiting cum dining hall with necessary detergents (Harmless ISI mark chemicals).
- 1.3 All toilets in the premises should be cleaned.
- 1.4 Collecting wastes and garbage and deporting it to the dumping areas.
- 1.5 The service provider/ contractor /Firm/Agency at his own expenses, shall arrange all cleaning materials for cleaning.
- 1.6 Liquid soap, tissue rolls, toilet paper, odonil, naphthalene balls, toilet cleaner, sanitary materials, Mosquito repellent spray shall be arranged by the service provider/contractor/Company/Firm/Agency

##### 2 Weekend Work:

- 2.1 Cleaning of ceilings, walls, tube lights, light shades, frames etc. in corridors.
- 2.2 Cleaning of glasses of all windows internally and externally.
- 2.3 Cleaning of furniture and office equipment
- 2.4 Brushing and washing of floors with shining machines.
- 2.5 Removing cobwebs.
- 2.6 Mosquito repellent, anti-mosquito spray, rodent and pest control etc. shall be done on weekly basis at no extra cost.
- 2.7 Drainage, services repairs garbage disposals weekly report will be submitted to the BHEL - ARMP Varanasi.
- 2.8 Washing/cleaning of ceiling fans blade, cleaning of doors, switches.

##### 3 Monthly /Fortnightly Work:

- 3.1 Cleaning of sofa set, covers, curtains will be done on monthly basis as per the requirement.
- 3.2 Service provider/ contractor shall supply housekeeping consumables as per attached **Annexure-A**. The consumables required will have to be stored at the store room to be provided at designated place by BHEL. The consumables be verified by BHEL authority any time deployed for the purpose.



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### **(B) Catering Services**

1. It will be the responsibility of the Service provider to provide breakfast/ lunch/ dinner as well as morning/ evening tea/ coffee to the residents of field hostel well in accordance with the hostel incharge. Consumables and raw materials for use of BHEL shall be provided by BHEL.
2. The Service provider is permitted to utilize the kitchen and store available in BHEL Varanasi for the purpose of cooking/storing the necessary vegetables/groceries. Cooking for regular breakfast/lunch/dinner must be done in the BHEL Varanasi kitchen only. The storeroom, kitchen, and dining area must be clean and hygienic.
3. BHEL shall provide the cooking utensils, gas stove and fuel gas. The other consumable items like grocery, vegetables, oil etc related to cooking shall be provided by residents in field hostels.
4. Dining hall/Kitchen/Cafeteria service shall be rendered in hygienic condition. Appropriate pest-control treatment in kitchen/store- room areas must be undertaken periodically (once a week).
5. Sanitation in case of outbreak of epidemic or any such special circumstances will be the sole responsibility of the service provider.
6. The Service provider has to ensure hygienic condition under which food is prepared.
7. The eatables served by the Service provider to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.
8. The Service provider will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared by him, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The Service provider should keep the owner indemnified on Rs.100 non-judicial stamp paper from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.



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### Details of Bid & Bidder (To be filled by bidder)

Sl. No.	Description	To be filled by bidder										
1	Bidder Offer No. & Date											
2	Legal Name of the bidder (as mentioned in GST registration)											
3	Address for Communication	<table><tr><td>State</td><td></td></tr><tr><td>PIN code:</td><td></td></tr><tr><td>Mobile No.</td><td></td></tr><tr><td>Phone / Fax No.</td><td></td></tr><tr><td>Email ID</td><td></td></tr></table>	State		PIN code:		Mobile No.		Phone / Fax No.		Email ID	
State												
PIN code:												
Mobile No.												
Phone / Fax No.												
Email ID												
4	Type of firm	Individual / Proprietorship / Partnership / HUF / Association of Persons / Private Limited company / Public Limited company										
5	GST registration No.											
6	PAN No.											
7	MSE Details (if available)											
8	Remark (If any)											

Certificates to be attached:

Copy of PAN, GST Registration Certificate, UDYAM Certificate (for MSEs).



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**Pre-Qualification Requirement (PQR) for tendering**

Sl. No.	Criteria
1	<p>Bidder should have average Annual Turnover of minimum <b>Rs. 5.38/- Lakhs</b> in the last 3 (three) Financial Years ending on 31-03-2023.</p> <p>CA Audited/CA Certified Balance Sheet and Profit &amp; Loss Account of the Bidder need to be submitted for last 3 (three) Financial years, ending on 31-03-2023 in support of this requirement. UDIN no. must be mentioned on these documents.</p>
2	<p>Bidder should have successfully completed similar work during the <b>last 7 (seven) years</b>, ending on <b>30.04.2024</b>, value of which should not be less than either of the following:</p> <p>One similar completed work of value not less than <b>Rs. 14.34/- Lakhs</b> Or Two similar completed works of value not less than <b>Rs. 8.96/- Lakhs</b> Or Three similar completed works of value not less than <b>Rs. 7.17/- Lakhs</b></p> <p>Similar works referred above may include House Keeping &amp; Catering services in Guest House/ Visitor Accommodation in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organization/ Reputed Hotel/ Reputed Private Organization.</p> <p>Copy of work order/ LOI/ LOA along with completion certificate or commissioning certificate or MOM (confirming completion or Commissioning of work) or handing over certificate from Bidders customer for similar works shall be submitted in Techno Commercial bid. The submitted document must contain amount of value of work executed.</p> <p>BHEL reserves the right to verify the contents of given certificate. Complete postal address, name of contact person, phone no. &amp; email address of issuing authority is to be submitted by the Bidder in Techno- commercial bid. In case BHEL intends to visit Bidders customer, the same shall be facilitated by Bidder (expenditure of visit of BHEL official shall be borne by BHEL).</p>





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**List of documents to be submitted under Technical bid:**

SI No	Document Description	Submitted (Y/N)
1	Copy of the proof indicating the nature, Date of establishment and address of the organization (Company Deed/ UDYAM Certificate/Other Supporting documents)	
2	PAN Card	
3	GST Certificate	
4	Income Tax Return (ITR) for FY 2020-21, 2021-22 and 2022-23	
5	CA Audited/ Certified Balance Sheet and Profit & Loss Account for FY 2020-21, 2021-22 and 2022-23 (with UDIN No.)	
6	Certificates for experience in providing services required as per Pre-qualification criteria	
7	PF Registration Certificate	
8	ESI Registration Certificate	
9	NIT document- Signed and stamped on each page	



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**PRICE BID FORMAT**

Sl. No.	Description of Work	Duration	Unit	Monthly Rate incl GST (Rs)	Amount for 1 year incl GST (Rs)	Factor (%) of Grand Total Price
1	Housekeeping, Upkeep and cooking services at two BHEL Field hostels in Varanasi (Man Power Requirement 02 Nos)	12	Month	48442	581300	35.68%
2	Office assistance work at BHEL Varanasi and BHEL Karkhiyaon Site office (Man Power Requirement 02 Nos)	12	Month	48442	581300	35.68%
3	Cleaning, Santization and arranging toiletries (as per NIT Annexure-A) at two BHEL field hostels and BHEL Karkhiyaon Site office detailed scope as NIT (Man Power Requirement 01 Full Time + 01 Part Time)	12	Month	38884	466611	28.64%
4	<b>Total (1+2+3)</b>			-	<b>1629211</b>	
5	Add Service Charges/ Profit % "A" on "Total" at Sl. No. 4 above <b>(To be taken by the Bidder for calculating the Grand Total price)</b>			-	<b>A %</b>	
6	<b>Grand Total</b>			-	<b>= [1629211 x (1 + A/100)]</b>	<b>← Quote this Price in GeM</b>

Part Time = Half day

**Price Bid calculation sheet is attached in GeM. Bidder to follow and quote their price accordingly on GeM Portal ONLY.**

**Note:**

1. Payment to person engaged will be paid as per UP Govt. Minimum wage circular amended time to time as applicable to BHEL, Varanasi (Industrial Institution employing worker from 50 to 500).
2. Expenses incurred on consumables as mentioned in Annexure-A will be paid against the Invoice and at actuals limiting to Rs. 2500/- per month. The limit will remain same for entire duration of contract. However, service charge/Profit and GST shall be paid over and above Rs. 2500/-.
3. Service charges (profits as per price bid) will be paid on monthly basis. Wage sheets of workers to be submitted to BHEL, ARMP on monthly basis along with the bill.



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4. Price bid calculation sheet in Excel format has been made available on GeM portal. **Bidder to quote service charges/ profit % in the online price calculation sheet of GeM. Nowhere else the service charges % to be quoted by the bidder except the attached online price calculation sheet (in excel) on GeM.**
5. The price bid of the bidder quoting price less than Rs 16,29,211/- inclusive of GST will be rejected treating it as unworkable. Therefore, bids with negative service charges/profit quoted by the bidder shall be rejected.
6. Bidder should **NOT** write quoted price **on this sheet. Quoted price to be provided in GeM portal only.**
7. Labor license to be obtained by the bidders, if applicable, as per norms.
8. Group insurance of workmen employed with compensation for minor, major injuries and fatal conditions to be taken care of by the service provider/ contractor. Group Insurance Policy of all workers valid till his contract period to be submitted to BHEL by the contractor.
9. All statutory compliances like PF, ESI etc. shall be dealt by contractor and documentary evidence to be submitted to BHEL by the contractor each month. PF, ESI registration and ESI Card provision to all workers employed shall be taken care of by the service provider/ contractor.
10. Contractor shall compensate and bear all medical expenses including hospital treatment and doctor's consultation of workers employed by the service provider/ contractor.
11. Statutory compliance papers to be submitted by the contractor each month to BHEL.
12. Charges against non-providing of services shall be recovered from the service provider/ contractor at pro-rata basis of the quoted rates.
13. All services are considered for 30 days in a month.



**Annexure-A**  
**(List of consumables)**

**Items required for Bathroom Cleaning**

1. Liquid Soap(Dettol/Lifeboy/Lux)
2. Lizol/ Domex Floor cleaner
3. Colin or Glass Cleaner
4. Duster Cloth
5. Soft Broom
6. Coconut Broom
7. Harpic
8. MopStick/ PINZAMop
9. Air Freshener/ Odonil
10. Toilet napkins
11. Garbage Bag Big
12. Garbage Bag Small
13. Toilet Brush with Stand
14. Squeezer
15. Scrub Pad
16. Mugs
17. Dust Pan
18. Toilet Roll
19. Paper Napkins (Soft 2/4 ply)
20. Air Freshener /Spray Refill
21. Mosquito Spray
22. Detergent Cake
23. Detergent Powder
24. Baskets

**Miscellaneous**

1. Mosquito refill
2. Wall Clock and TV Remote batteries



## **SPECIAL CONDITIONS OF CONTRACT**

- 1.1 Service provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises of BHEL.
- 1.2 All personnel/employees/workmen employed by the Service provider shall be with good health and sound mind.
- 1.3 The personnel/employees/workmen of the Service provider shall be liable to security screening by the Security Staff deployed by BHEL.
- 1.4 The employees employed by the Service provider shall always be under the direct and exclusive control and supervision of the Service provider and the Service provider may transfer its employees /workmen and in accordance with their needs in consultation with BHEL ARMP Representative (HR/Admin), Varanasi. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.
- 1.5 The successful bidder shall furnish the full details i.e. date of birth, marital status, address etc. along with copies of educational qualifications and experience certificates in respect of the individual manpower who will be deployed to BHEL Varanasi field hostel / office before the commencement of work.
- 1.6 Any theft or damage caused due to negligence of the service provider shall be borne by the service provider. Appropriate amount of penalty after due consideration and hearing will be imposed by GM BHEL Varanasi or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the service provider.
- 1.7 The services will be provided on all days of the year. Leaves of the contract employees of the Service provider should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty to the service provider.
- 1.8 No Accommodation for workmen shall be provided by BHEL. The Service provider shall have to make his own agreement for the lodging and boarding for their workmen.
- 1.9 BHEL Varanasi will not be responsible for any injury, accident, disability, or loss of life to the service provider or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the service provider. The service provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.



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- 1.10 Compliance of policy regulation viz., payment of person engaged as per UP Govt. Minimum wage circular amended time to time as applicable to BHEL HERP, Varanasi (Industrial Institution employing worker from 50 to 500), employer's liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the service provider. In this regard the service provider at all-time should indemnify BHEL Varanasi against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database, attendance etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the BHEL Varanasi authority for verification and record.
- 1.11 The service provider will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served by him to the BHEL Varanasi including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The service provider should keep the BHEL indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.
- 1.12 The selected service provider/contractor /Firm/Agency shall be solely responsible for the redressal of grievances of the persons employed. BHEL Varanasi shall in no way be responsible for settlement of such issue.
- 1.13 BHEL Varanasi shall not be responsible for any damages, losses, financial or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 1.14 The manpower deployed by the service provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of BHEL Varanasi during the currently or after expiry of the contract. In case of termination of the contract also, the persons deployed by the service provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in BHEL Varanasi. The Service provider should communicate the above to all the manpower deployed in BHEL Varanasi by the service provider.
- 1.15 In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL Varanasi is put to any loss / obligation, monetary or otherwise, BHEL Varanasi will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.



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- 1.16 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Head(ARMP), BHEL Varanasi at the time of the dispute.
- 1.18 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being inforce shall apply to the arbitration proceedings under this clause.
- 1.19 Service provider should have the group insurance policy of sufficient amount for all the deputed unskilled workers.
- 1.20 Service provider should be responsible for arranging the ESIC card for the unskilled workers in the nearby hospitals.
- 1.21 Expenses incurred on consumables as mentioned in Annexure-A will be paid against the Invoice and at actuals limiting to Rs. 2500/- per month. The limit will remain same for entire duration of contract. However, service charge/Profit and GST shall be paid over and above Rs. 2500/-.

**2. Terms of Payment:**

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non - MSME	90 Days
Where ILC payment terms are being given in tenders floated outside GeM	120 Days

- 2.1 The due date will be reckoned from the date of submission of the bill/Invoice which is complete in all respects.
- 2.2 Reimbursement of GST shall be made by BHEL on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Varanasi. Hence, Contractor has to ensure compliance as follows:
- (a) Timely raising & submission of GST compliant Invoices
  - (b) Timely receipt of Goods & Services
  - (c) Timely and correct payment of applicable GST by supplier/contractor
  - (d) Timely filing of return
  - (e) Compliance of other applicable provisions on supplier/contractor.



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**3. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**4. Subcontracting**

Not allowed.

**5. Delays in the Service Provider's Performance**

If at any time during performance of the Contract, the Service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service provider shall promptly notify BHEL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service provider's notice, the BHEL shall evaluate the situation and may, at its discretion, extend the Service provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

**6. Damages and Losses**

Upon end of contract / termination thereof, the Service provider is liable to return materials like beds, cots, chairs, tables, fridges, kitchen equipment, machineries etc. to BHEL Varanasi in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Service provider as the case may be.

**7. Complaints**

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of BHEL Varanasi. The Service Provider will provide Visitor Feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with authorities of BHEL Varanasi.

**8. Liquidated Damage (LD)/ Penalty**

BHEL Varanasi reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-maintenance of cleanliness and for violation of any other condition which may lead to nonperformance of contractual obligations.

The quantum of penalty will be as follows:

Sl. No.	Description	Penalty
1.	Non maintenance of cleanliness in Rooms, Reception, Lobby, washrooms/toilets, Corridor etc.	Rs. 500/- per day per room
2.	Stay of any unauthorized person including service provider/ contractor officials in BHEL Field hostel	Rs. 5,000/- per person per day
3.	Non availability of committed number of persons	Rs. 1000/- per person per day

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by BHEL. The decision of the General Manager (BHEL, Varanasi) or his nominated person will be final in this regard.





**Bharat Heavy Electricals Limited**  
Advanced Research & Manufacturing Plant (ARMP)  
Plot- H1/B2, Karkhiyaon, Pindra, Varanasi

## **GENERAL CONDITIONS OF CONTRACT (GCC)**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**VARANASI**



**Bharat Heavy Electricals Limited**  
Advanced Research & Manufacturing Plant (ARMP)  
Plot- H1/B2, Karkhiyaon, Pindra, Varanasi

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## CHAPTER I

### DEFINITIONS

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- a) "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/Award/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 mentioned.
- b) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers.
- c) "WORK" means all Permanent and Temporary Works as described in the Scope of Work and BOQ in individual work order and /or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer - Incharge in writing, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- d) The "SITE" means the land and/ or other place on/into/ through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- e) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- f) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an employee of BHEL as may be duly appointed and authorized by Competent Authority/Accepting Officer of 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.
- g) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI –



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110 049, or its unit Advanced Research and Manufacturing Plant, Karkhiyaon, Varanasi – 221206 or Heavy Equipment Repair Plant, Tarna, Shivpur Varanasi, Uttar Pradesh -221003.

- h) “COMPETENT AUTHORITY” / “ACCEPTING OFFICER” shall mean Executive Director or General Manager (In charge) or General Manager-Head of Unit (HERP) or General Manager & Project Director (ARMP) or BHEL Officers who are empowered to act on behalf of the Executive Director or General Manager (In charge) or General Manager & Project Director (ARMP), BHEL.
- i) “DEFECT LIABILITY PERIOD” (DLP) in relation to a work means the specified period from the date of Completion Certificate up to the date of issue of Final Certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication/erection/construction defects covering all materials plants, equipment, components, and the like supplied by the Contractor, works executed against workmanship defects.
- j) “Letter of Intent/Letter of Award (LoA)” means the formal letter of intent or letter of acceptance or letter of award issued by BHEL.
- k) “SCC” means ‘Special Conditions of Contract forming part of the Contract / Agreement.
- l) “Bill of Quantity” shall mean subsequent to the placement of the Contract/ Agreement/ Purchase Order the successful bidder shall be required to furnish the detailed price break-up within a specified time frame. This detailed break-up of items and prices shall be considered as Bill of Quantities (BOQ).
- m) Engineer shall mean an Executive or Engineer in charge.
- n) NIT shall mean notice inviting tender.
- o) First Party shall mean BHEL.



CHAPTER II

**2.0 GENERAL INSTRUCTIONS TO THE TENDERERS**

**2.1 GENERAL INSTRUCTIONS**

The General Condition of Contract form part of the Tender Specifications. All pages of the tender documents shall be duly signed stamped and submitted along with the offer by the tenderers.

Tenderers are advised to study all the tender documents carefully. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, resources, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

**2.2 SUBMISSION OF TENDERS**

2.2.1 The tenderers must submit their tender as per norm of GeM. BHEL shall not be responsible for any delay.

2.2.2 Tenders shall be signed by a person authorised/empowered to do so. An attested copy of the power of attorney, in case the tender is signed by an individual other than the sole proprietor, shall be submitted along with tenders with details mentioned under:

Individual tenderer	His / her full name, address and place & nature of business.
For partnership firm	The names of all the partners and their addresses, A copy of the partnership deed/ instrument of partnership duly certified by the Notary Public shall be enclosed.
For companies	Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

**Techno- Commercial bid: This shall consider of following documents:**

- Technical specifications of the offer.
- Duly filled form and documents in support of meeting the pre-qualifying requirement.
- MSEs shall be extended exemptions as per guidelines of Ministry of Micro and Small Enterprises.



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## 2.3 EVALUATION OF TENDERS

- (i) Technical bids submitted by the tenderer will be opened first & evaluated for fulfilling Pre-Qualifying requirement and other conditions in NIT/ Tender documents.

## 2.4 EARNEST MONEY DEPOSIT – Not Applicable

### 2.4.1

For works/ services with estimates upto Rs.10 Crs	2% of the estimated cost
For works/ services with estimates more than Rs.10 Crs	20 lakhs plus 1% of the estimated cost over Rs. 10 Crs

## 2.5 SECURITY DEPOSIT 'SD':

- 2.5.1 The total amount of Security Deposit will be **10%** of the contract value. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned in NIT. In case of delay in submission of Security Deposit, interest (Repo rate + 4%) for the delayed period on the amount of SD due for submission, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest as mentioned herein above.

- 2.5.2 Security deposit may be furnished in any one of the following form:

- Cash (as permissible under the extant Income Tax Act)
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

### 2.5.3 COLLECTION OF SECURITY:

- 2.5.3.1 At least 50% of the required Security Deposit, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- 2.5.3.2 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.



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2.5.3.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

**2.5.4 REFUND OF SECURITY DEPOSIT:**

2.5.4.1 Provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate", the security deposit shall be refunded to the contractor as follows: 100% shall be released after satisfactory completion of the Defect liability period of the work duly after verification/certification by Engineer-In-charge.

**2.5.5 SPECIAL CONDITIONS FOR MSEs- EXEMPTIONS**

2.5.5.1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon.

2.5.5.2 MSE contractor can avail the intended benefits as per guidelines of Ministry of MSE only if they submit **Valid UDYAM certificate**.

2.5.5.3 Date to be reckoned for determining the deemed validity will be the date of bid opening.

2.5.5.4 Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Above required documents are to be uploaded on the portal.

2.5.5.5. In case of any change in the MSE status of the bidder, it shall be responsibility of the bidder to notify the change as a part of the bid document. if at a later date it comes to notice of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE, then BHEL would cancel the pending order against this tender and take necessary action suspension of the business dealing with the bidder as per procurement policy of BHEL.

**2.5 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD:**

Not Applicable

**2.6.1 BANK GUARANTEES**

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

- Bank Guarantees shall be from scheduled Banks/ Public Financial Institutions as defined in the companies Act.
- The Bank Guarantees shall be as per prescribed format approved by BHEL.
- It is the responsibility of the bidder to get the Bank Guarantees revalidated/ extended for the required period (subject to a minimum period of 6 months), as per the advice of Engineer in charge.
- BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- In case of extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Head of Department and approved by the Head of unit.





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- 2.6.1.2 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
- 2.6.1.3 Bidders to note that any corrections to the Bank Guarantees shall be done by issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- 2.6.1.4 The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the head of contracting department.
- 2.6.1.5 The validity of Bank Guarantee towards security deposit shall initially up to completion period plus defect liability period + 3 months (claim period) and the same shall be further kept valid as per advice of Engineer in charge.
- 2.6.1.6 Further BHEL reserves the right of forfeiture of security deposit in addition to other claims & penalty in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms & conditions of the contract. BHEL reserves the right to set off the security deposit against any claims of any contracts with BHEL.
- 2.6.1.7 Release of SD: 100% SD shall be released only after satisfactory completion of work as per contract & submission of claim as per prescribed claim format.

### **2.5.1 TENDOR COST: Nil**

**2.8 VALIDITY OF OFFER:** The validity of the offer shall be 90 days or else as specified in NIT.

### **2.9 RIGHT OF BHEL TO REJECT TENDERS:**

- 2.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -
  - a. To reject any or all of the tenders.
  - b. To split up the work amongst two or more tenderers as per NIT
  - c. To award the work in part if specified in NIT
  - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 2.9.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 2.9.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.
- 2.9.4 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidders happen to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.



### **CHAPTER III**

## **3.0 CONTRACT EXECUTION & PERFORMANCE**

### **3.1 GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION**

- 3.1.1 The decision of BHEL regarding interpretation of any of terms and conditions set forth in the agreement shall be final and binding on the contractor.
- 3.1.2 In case of any discrepancy between the specification and / or the drawing, the Accepting Officer shall be the deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer are essentially as are reasonable and obviously and fairly intended for the satisfactory completion for the work, whose decision shall be final and conclusive.
- 3.1.3 The contractor shall, at his own expense, supply all stores and material required for the contract other than those which may be provided by BHEL at the rates detailed therein subject availability at the place of issue indicated therein. All stores and materials to be supplied by the contractor shall be of the best quality as described in the specification and the contractor shall ensure that the stores and materials comply with the specifications.
- 3.1.4 The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.
- 3.1.5 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3.1.6 Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 3.1.7 The successful tender's responsibility under these contracts commences from the date of issue of the letter of intent (LOI) by BHEL. The tender shall submit unqualified acceptance to the letter of intent/ award within the period stipulated therein.
- 3.1.8 The successful tender shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of the LOI/ LOA and in any case before releasing the first running bill. The contract agreement shall be signed by a person dully authorised/ empowered by the tender. The expenses for preparation of agreement document shall be borne by BHEL except cost towards purchase of non-judicial stamp paper.
- 3.1.9 After signing the formal contract agreement, as above, BHEL shall issue work order to the party containing all salient features of the contract agreement required by both the parties.
- 3.1.10 Contractor shall carry out operations hereunder with due diligence shall maintain strict discipline and shall abide by and conform to all rules and regulations promulgated by BHEL. Should BHEL feel that the conduct of any of contractor/subcontractors employees is detrimental to Organization's interest & Safety, BHEL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job.



### **3.2 WORK COMPLETION TIME**

- 3.2.1 Time is the essence of the contract and is specified in the Special Conditions of Contract of the Tender document.
- 3.2.2 The Contractor shall commence the work as per the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 3.2.3 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest money and or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 3.2.4 The contract shall be considered and closed upon completion of all contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of contract, BHEL shall issue a completion certificate as per standard format, based on specific request of contractor.

### **3.3 EXTENSION OF TIME FOR COMPLETION: Not applicable**

### **3.4 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION: Not applicable**

### **3.5 QUANTITY VARIATION**

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value unless specifically mentioned in NIT.

### **3.6 EXTRA WORKS: Not Applicable**

### **3.7 STRIKES & LOCKOUT**

- 3.7.1 The contractor will be fully responsible for all disputes and other issues connected with his labour/ manpower.
- 3.7.2 In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the Contractor's bills.

### **3.8 DELAY AND EXTENSION OF TIME: Not applicable**

### **3.9 INSURANCE: Shall be as per SCC**

### **3.10 TEMPORARY WORKS: Not applicable**



## CHAPTER-IV

### VALUATION AND PAYMENT

#### 4.1 RECORDS AND MEASUREMENTS:

- 4.1.1 All items having a financial value shall be entered in the BHEL Measurement book so that a complete record is obtained on all work performed under the contract.
- 4.1.2 Measurement shall be carried out as per unit mentioned in the bill of quality (price-bid).
- 4.1.3 The measurements shall be taken jointly by any person or persons duly authorized on the part of the BHEL and the contractor.
- 4.1.4 The Engineer-In-charge shall give reasonable notice in writing to the contractor of appointments for measurements.
- 4.1.5 The contractor shall without extra charge, provide assistance with appliance and other things necessary for measurements.
- 4.1.6 The contractor shall bear all the cost of measurement of his work.
- 4.1.7 Measurement shall be entered in the BHEL measurement book and signed and dated by both parties on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of BHEL in the Measurement Book or against the item or items objected to, and such note shall be signed and dated by both parties engaged in taking the measurements.
- 4.1.8 If as a result of such objection it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that not error found by this remeasurement amount to less than 5% (five percent) of the value as recorded by the first measurement.
- 4.1.9 If the contractor's representative fails to attend when requires, the Engineer-in-Charge shall have power to proceed by himself to take measurements, and in that case these measurements shall be accepted by the contractor as final.

#### 4.2 RUNNING & FINAL BILLS:

- 4.2.1 For progress running bills payment: As soon as possible after completion of each quarter of work (else at any period as specified in Special conditions for contract) to the satisfaction of the Engineer-in-charge, the contractor shall prepare & forward certified bills & work out the financial value. These will be entered in Measurement Book & signed by both parties. Payment shall be made after affecting the recoveries due from the contractor.
- 4.2.2 The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Sr. Engineer. No charge shall be allowed to the contractor on account of the preparation of the final bills.
- 4.2.3 Final bill shall be submitted as per prescribed format after completion of work as per scope and upon material reconciliation (if apply) along with the following –
  - No claim certificate by contractor on a non-judicial stamp paper or Indemnity bond as per prescribed format duly notarized indemnifying BHEL in respect of specified works contract against all claims & demand against third party liability including labour and government agencies.
  - Clearance certificates which ever applicable viz., clearance certificate from customer, various statutory authority like labour department, PF authority commercial tax dept. etc.
- 4.2.4 BHEL, after receipt of the Bill/invoice complete in all respects, shall settle the final bill to contractor after deducting all dues to BHEL, within the stipulated days as per Clause 4.3.



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**4.3. PAYMENT OF BILLS:**

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 Days
Medium Enterprises	60 Days
Non - MSME	90 Days
Where ILC payment terms are being given in tenders floated outside GeM	120 Days

Due date will be counted from bill (completed in all respect) submission date.

The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment. For payment of GST refer clause 4.5.2.

**4.4 RECOVERY FROM THE CONTRACTOR:**

4.4.1 Whenever under the contract any sum of money shall be recoverable from or payable to the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

4.4.2 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor: Following sequence shall be applicable for recoveries from contractor:

- Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
- If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.

**4.5 TAXES AND OTHER DUTIES:**

4.5.1 All statutory taxes, cess, levies & duties shall be deducted from the payment, as per GST Act 2017 & other prevailing government rules.

**4.5.2 GST RELATED TERMS & CONDITIONS**

4.5.2.1 Bidder has to specify the following in their techno commercial bid (part I bid in case of two part bid):

- Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme.



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- b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

- 4.5.2.2 Unregistered Dealer: Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.
- 4.5.2.3 Dealer opting for Composition Scheme in case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- 4.5.2.4 Reimbursement of GST shall be made by BHEL HERP on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, HERP. Hence, Contractor has to ensure compliance as follows:
- a) Timely raising & submission of GST compliant Invoices
  - b) Timely receipt of Goods & Services
  - c) Timely and correct payment of applicable GST by supplier/ contractor
  - d) Timely filing of return
  - e) Compliance of other applicable provisions on supplier/ contractor
- 4.5.2.5 Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-ARMP.
- 4.5.2.6 In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-HERP due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.
- 4.5.2.7 In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.
- 4.5.2.8. Statutory Variation in Taxes & duties as applicable at the time of supply/ service shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- 4.5.2.9 In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.



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4.5.2.10 As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall have made to the contractors simultaneously with their work/services invoices. GST portion of invoice value will be paid only after fulfilling following conditions:

- (a) Payment of GST amount into Govt. Account by supplier against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.
- (c) Display of GST credit against BHEL GSTIN NO.09AAACB4146P2ZC on GSTN portal.

**4.6 INCOME TAX- IT:**

All statutory taxes & levies shall be deducted from the payment, as per prevailing government rules.

**4.7 MISCELLANEOUS CHARGES:**

Unless otherwise specified in the Special conditions of Contract, Water & Electricity shall be provided by BHEL free of cost.

All charges on account of octroi, terminal, Entry tax, royalty or sales tax and/or other duties on materials obtained for the work (excluding materials provided by BHEL) shall be borne by the contractor.

**4.8 LIQUIDATED DAMAGE (LD)/ PENALTY:** Shall be as per SCC

**4.9 Risk & Cost Amount against Balance Work:** Not Applicable

**4.10 No Interest payable to Contractor**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

**CHAPTER- V**

**5.0 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LAWS, EMPLOYMENT OF WORKERS ETC.**

5.1 The contractor should ensure compliance of labour laws, payment of wages, bonus, PF, ESIC, allowances for safety & hardship & other nonmonetary/ statutory benefits etc to labours employed by him either directly or through sub- contractors, in accordance with the provisions of:

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of wages Act.
- Minimum Wages act 1948,
- Employees State Insurance Act 1948, Rules and regulations 1950.
- Employees Provident Fund Act 1952 and Pension Scheme 1995.
- Employees Compensation Act 1923.
- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.



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- Payment of Bonus Act 1963.
- Inter State Migrant Act.
- Building and Other Constructions Workers Act, 1996,

- 5.2 The contractor shall at all times indemnify BHEL ARMP against all claims, damages or compensation under the provisions of above acts or any modifications thereof or any other law relating thereof and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or preceding arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compendia any such claim.
- 5.3 The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer.
- 5.4 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as per Employee's Compensation Act, 1923 & Guidelines for Settlement of Claims for Compensation on accidents applicable to the Department of Public Enterprises (Annexure-D).
- 5.5 Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/ BHEL authorities.
- 5.6 In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers as per Factory Act, Maternity Benefit Act and other laws of Uttar Pradesh.
- 5.7 The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.
- 5.8 All safety rules and codes applied by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer-in-charge with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions.
- 5.9 Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/ materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- 5.10 The contractor shall arrange for such personal protective equipment as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.





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- 5.11 Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.
- 5.12 The Contractor shall not deploy any person below the age of 18 years or above the age of 60 years.

**CHAPTER- VI**

**6.0 RIGHTS OF BHEL FOR TERMINATION/CANCELLATION OF CONTRACT**

- 6.1 BHEL reserves the right 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.
- 6.2 BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of Two weeks by BHEL in any of the following cases:
- i. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
  - ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
  - iii. Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
  - iv. Termination of Contract on account of any other reason (s) attributable to Contractor.
  - v. Assignment, transfer, subletting of Contract without BHEL's written permission.
  - vi. Non-compliance to any contractual condition or any other default attributable to Contractor.
- 6.3 If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer-In-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.
- 6.4 The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer-In-charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.



## **Chapter VII**

### **7.0 MISCELLANEOUS PROVISIONS & OTHER ISSUES.**

#### **7.1 SETTLEMENT OF DISPUTES & ARBITRATION:**

- i. All questions/interpretations regarding subject matter of the contract shall be decided by the BHEL on the request of the vendor and the decision of the BHEL shall be final.
- ii. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- iii. In case, dispute is not settled in negotiations, it shall be referred to conciliator appointed by the competent authority of the BHEL. The conciliation proceedings with respect to a dispute as defined in the BHEL Conciliation Scheme, 2018 and subsequent revisions can be initiated under the scheme at any stage whether before, during or even after the commencement of arbitration proceedings or litigation before courts. This conciliation scheme is available on our websites <https://herp.bhel.com> and [www.bhel.com](http://www.bhel.com).
- iv. In case dispute is not settled in conciliation proceedings, the same shall be referred to arbitration as per corporate guidelines of the BHEL and the arbitration proceeding shall be conducted as per provisions of the arbitration and conciliation act, 1996 read with corporate guideline as amended from time to time.
- v. The vendor shall continue to perform the contract, pending settlement of dispute(s).

#### **7.2 LAWS GOVERNING THE CONTRACT:**

The Order/ Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

#### **7.3 ORDERS UNDER THE CONTRACT:**

All orders, notices etc. to be under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in tender of the contractor, shall be deemed to have been on the date when in ordinary course they would have been delivered to him. The contractor shall carry out without delay all orders given to him.

#### **7.4 JURISDICTION OF COURT:**

All disputes or differences arising out of or in connections with the contract shall be subject to the exclusive jurisdiction of the court at Varanasi (U.P.) Only.

#### **7.5 CLOSING OF CONTRACTS**

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

#### **7.6 REVERSE AUCTION: Not Applicable.**



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### **7.7 SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS:**

Guidelines for suspension of business dealings with suppliers/ contractors: the revised guidelines for suspension of business dealings are available on BHEL website at “www.bhel.com” on “supplier registration page”. Respective bidders / suppliers may refer this before quoting as per their requirement. Action against the defaulted suppliers/ contractors' shall be taken as per these guidelines only.

### **7.8 PUBLIC PROCUREMENT POLICY:**

As per the directives of government of India in form of public procurement (preference to make in India) order, 2017 and subsequent orders, BHEL will extend the purchase preference to Indian vendors over foreign suppliers for items identified by the respective nodal ministries from time to time. “for this procurement, public procurement (preference to make in India), order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent orders issued by the respective nodal ministry shall be applicable even if issued after issue of this nit but before finalization of contract/ PO/ WO against this nit. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.”

### **7.9 INTEGRITY PACT (IP): Not Applicable**

### **7.10 Conflict of interest among Bidders/Agents:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved.

### **7.11 Breach of contract, Remedies and Termination:**

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

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



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**7.12 OTHER ISSUES:**

Value of Non judicial Stamp paper for Bank guarantee and for Contract agreement shall be not less than Rs.100 unless otherwise required under relevant statutes.

In case of any conflict between the General Conditions of Contract and special Conditions of contract, provisions specified in the Special conditions of contract shall prevail.

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



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**Bid Security Declaration Format**

Tender No: \_\_\_\_\_ (On Bidders Letterhead)

Date: \_\_\_\_\_

To,

Bharat Heavy Electricals Limited  
Regd. Office: BHEL House,  
Sirifort, New Delhi-110049

I/We undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding against Bharat Heavy Electricals Limited Regd. Office: BHEL House, Siri fort, New Delhi-110049 tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
  - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
  - b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following,
  - a. If I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
  - b. the expiration of the validity of my/our Bid or any extension thereof.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of..... (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the Bid)



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**BIDDERS DECLARATION**

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

-----

Date:

To,  
Head of Department  
Subcontracting Dept.  
BHEL - ARMP, Karkhiyaon, Varanasi

Dear Sir,

Sub : Bidders Declaration  
Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and undertake to fulfil its entire requirement under the quoted rates.

Thanking you,

Yours Sincerely

**Signature, seal and address of the party**