



**GENERAL TERMS AND CONDITIONS OF ENQUIRY
FOR WORKS CONTRACTS/ SERVICE CONTRACTS (
JOB WORK BASED PAYMENT)**

SN	Description
I	General:
A	These general terms & conditions shall apply to all enquiries, notice inviting tenders, request for quotations for rendering of Works Contracts/Service Contracts (Job Work Based Payment) to Bharat Heavy Electricals Ltd., Jhansi (hereinafter referred to as BHEL) for its requirements .
B	Special / supplementary enquiry conditions, & Checklist requirements, if any, covered in the respective enquiry, will override the relevant conditions mentioned in this document
C	Commercial Conditions quoted by the vendor in any place including as stated in bidder's 'General Terms and Conditions' if any, shall not be binding on BHEL. Only the conditions contained in this document, including special conditions, if any, for this enquiry shall prevail.
D	The details of Notice Inviting Tender (NIT),Work Specification , and associated Qualifying Requirements are enclosed separately to the respective enquiry
II	Instructions to Bidders
A	Sealed bids are invited for scope of the scope of Work, as detailed in the enquiry. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, correction, erasure, or overwriting shall be valid only if they are attested under full signatures of person(s) signing the bid , else bid shall be liable for rejection. Any overwriting / cutting, etc. will be numbered by bid opening officials and announced during bid opening. Relevant enclosures, supporting documents, catalogue, samples, if any, as required as per Notice Inviting Tender (NIT) conditions shall be sent along with technical offer. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidders before submission. Price quoted should be as per Price Bid Format, as applicable(Excel Sheet - Form JS 146 for Works Contracts) enclosed as soft copies to the Enquiry. Bidder to fill the same as called for in the respective form(Excel Sheet enclosed to the NIT) , take a print, and submit the Price Bid with seal and stamp. If Price is quoted in any other format other than the Excel Sheet enclosed to the NIT , the offer of the bidder will be rejected. Rate should be quoted in the units asked for in the enquiry. The rates should be quoted in figures in the unlocked cell of the excel sheet, and a provision is made in the excel sheet to derive the corresponding value in words.
B	In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines are to be followed:-
(i)	In the price structure quoted, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be governed and the unit price corrected accordingly.
(ii)	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
(iii)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
(iv)	If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.
C	Bids shall be submitted in a Sealed cover with Tender No., Due date and Bidder's name indicated on the Cover. The Cover should contain both Part-I and Part-II bids, as the case may be. (Wherever, bids are called for in Single Part i.e Price Bid only, the same shall be mentioned in the respective enquiry) Part – I bid In case of Two part Bid, Part – I bid i.e. Technical bid containing (i) Technical Offer (iii) un-priced copy of the Price Bid, (iv) EMD (if called in NIT),and (v) Relevant documents of PQR (if called in NIT), all duly filled-in & signed; should be kept in one envelope. The Part – I bid Cover items should have Enquiry No., Part I Bid, Due date, and Bidder's name indicated on the Cover Part –II Bid Part – II bid i.e. Price Bid containing only the price (as called for in the price format where required), duly filled-in & signed; should be kept in a separate envelope. The Price bid Cover should have Enquiry No., Part II Bid, and Bidder's name indicated on the Cover The envelopes indicating Part –I or Part-II, as the case may be, to be put in a bigger envelope, which should be addressed to In-charge, Tender Room, Bharat Heavy Electricals Ltd., Administration Building, Jhansi 284120. Enquiry No., due date and bidder's name must be mentioned on the bigger envelope. Offer must reach tender room of BHEL Jhansi latest by 13.15 hrs of the enquiry due date.

(Signature, Seal & Stamp of the Bidder)



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	Alternatively offers can be forwarded to tenderbox.jhs@bhel.in . before 13:15Hrs on Due date of Tender opening . Because of limitation of BHEL server the size of the attachment is to be limited to 20 MB
D	All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve cross verification with the respective clients, and assessment of financial strength. Price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed, in advance, to the concerned whose Technical bid has been accepted, for witnessing the Price Bid opening.
E	Offer received after 13.15 hrs of the due date will be termed as "Late" and shall not be considered
F	BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). For further information on RA, the bidders are advised to apprise themselves with the RA guidelines available at www.bhel.com
G	Offers shall be submitted directly by the bidder or his authorized agent/representative only. Offers from any other sources shall be considered as unsolicited and shall be summarily rejected.
H	Bid in single part or techno-commercial bid in two part system (as the case may be) will be opened on the due date. In case of two part bid, price bids of techno-commercially acceptable bidder(s) only shall be opened on the assigned date, for which separate intimation will be sent to the acceptable bidders.
I	The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned along with his price bid within <u>15 days</u> of contract finalization date. No interest will be payable on EMD amount. EMD shall however be forfeited in the event of bidder backing out after submission of the bid.
J	1. Any discount / revised offer submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer submission (Part-I). Conditional discounts shall not be considered for evaluation of tenders. 2. Unsolicited discounts / revised offers given after Part-I bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the enquiry. 3. In case of changes in scope and / or commercial terms & conditions, having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. A suitable cut-off date and time shall be given to all the commercially acceptable bidders to submit the impact on their price bids. In case a bidder opts to submit revised price bid instead of impact called for, then their original price (i.e. previous bid) shall be necessarily opened to know the price impact. .
K	Wherever the enquiry is issued to registered contractors for the particular type of work, BHEL expects that the bidder must respond to the enquiry. Regret letter, with valid reasons for not participating in the tender will be submitted where the bidder is unable to submit offer. Repeated lack of response on the part of vendor may lead to his deletion from BHEL's list of registered contractors.
L	Offers of the Bidders who are under HOLD or are under Interim Suspension or are on the banned list (as on date of Price bid opening) and / or those bidders who engage services of such suspended / banned firms, shall be rejected. The list of firms banned by BHEL is available on BHEL web site www.bhel.com . The list of firms suspended by BHEL, Jhansi is available on www.bheljhs.co.in . The " Guidelines for suspension of business dealings with Suppliers / Contractors" is uploaded on BHEL website http://www.bhel.com/vendor_registration/vendor.php
M	In case of Open tenders all corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com and central procurement portal www.eprocure.gov.in only. Bidders responding to Open tender should regularly visit website(s) to keep themselves updated.
N	BHEL shall be under no obligation to declare a bid as lowest tender, if prima facie, it comes out that the bidder has made a desperate effort to be L1 by quoting unreasonable commission charges w.r.t. estimate which includes Financing cost (Supervisor cost, Administrative cost, Statutory liabilities, Interest, etc.) . Such offers are liable to be rejected. and the decision of BHEL shall be final and binding to the concerned bidders, for all consequences. .
O	In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be placed on a single vendor, effective L-1 will be decided by soliciting discounts(wherever feasible) from the respective L1 bidders.. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding to all the concerned bidders, for all consequences

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P	<p>At the time of submitting the offer, the bidders are required to submit a self declaration as per Annexure - V under their letter head.</p> <p>(i) that have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude,</p> <p>(ii) that have not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any other Unit/ Office of BHEL or any other organization, before or till, on the date of tender,</p> <p>(iii) that they shall not be influenced by anyone in deployment of labour, for the contract.</p> <p>(iv) that they will deploy persons preferably with experience developed in BHEL Jhansi, for the contract.</p> <p>(v) that the manpower deployed for the contract shall be competent to carry out the assigned task,</p> <p>(vi) that the manpower will be deployed after acceptance of the Head of the Executing Department</p> <p>(vii) that BHEL shall reserve the right to reject any labour deployed - if found not having the requisite documents, proficiency, experience etc. for the relevant task or found involved in any misconduct.</p> <p>(viii) that they undertake to pay minimum wages to the labour employed by them in the contract, and also undertake to abide by all statutory and regulatory requirements, as also the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.</p> <p>(ix) that they undertake to pay Stamp Duty (wherever applicable) on Security Deposit to the Government</p> <p>The successful bidder shall have to submit the self-declaration as per Annexure-V on a stamp paper of Rs. 100.00 before award of contract.</p> <p>The successful bidder (s) shall necessarily comply with all the clauses outlined in the undertaking submitted. If any discrepancy / deviation is observed during running of the contract in this respect, BHEL holds the right to take necessary action against the bidder(s) and all such decisions, so taken, shall be binding on the bidder(s)</p>
Q	<p>BHEL can consider awarding tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders) in the manner and proportion disclosed in the tender conditions. Normally, the quantity distribution shall be generally as per quantities allocated to the bidder. The loading will also be subject to factors like (a) Performance of the Contractor during execution of contract, (b) Pendency of liabilities on behalf of the Contractor in other contracts and (c) responsiveness in addressing pending issues at BHEL. In view of above factors, the loading during execution of contract may vary with respect to allocated quantity.</p> <p>During execution, if the performance of Contractor is not upto the mark in respect of performance, BHEL reserves the right to either reduce further loading or stop loading till the successful execution of overdue contracts. In such cases the balance allocated full or part quantity of the defaulting contractor(s) may, at the discretion of the BHEL Jhansi, be re-distributed to other performing and willing contractors of the contract. In this respect, the decision of BHEL shall be final and binding.</p>
R	<p>The bidder shall submit price bid strictly in the price format, wherever provided for, in the enquiry. Any attempt on the part of the bidder to alter the contents of the price bid format in any manner, which in the opinion of BHEL can vitiate the tendering process, will lead to rejection of the bid, <u>besides BHEL taking appropriate punitive action as deemed fit.</u></p>
III	Benefits earmarked for Micro & Small Enterprises (MSEs)
A.	<p>MSE bidders who are registered under MSMED act have to submit valid UDYAM Certificate (along with CA certificate in BHEL prescribed format XI latest ended financial year) applicable to contract. To avail the benefits under MSMED Act.</p> <p>Works Contracts in which material (even incidental material required for execution of Contract) has to be given by Contractor, benefits as per MSMED act will not be given..</p>
IV	Tender Evaluation Criteria
	The evaluation of the tender shall be carried out as follows
A	<p>Capability of the Contractor will be assessed on the pre qualification criteria (if mentioned in the relevant enquiry), basis of employees including supervisors on their rolls, , previous track record, experience in other organizations, any pending defaults of the contractor, etc. If required, the details of machinery, equipments in possession of the contractor also will be assessed. BHEL officials may cross check with the respective clients, to evaluate the capability and assess the performance</p> <p>BHEL reserves the right to reject the offers which do not meet the qualifying criteria or those offers with deviations or load the deviations suitably for evaluation</p>

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B	Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
C	Evaluation of the tender shall be on the basis of delivered cost, i.e. 'total cost to BHEL' w.r.t the finalized technical scope and commercial conditions after considering, inter alia, Taxes and Duties, if any.
D	The contractor shall be awarded the work on overall L-1 basis, if otherwise not specified in the tender document.
V	Pricing Terms
	While quoting the price , the bidder must keep in view the prevailing applicable minimum wages of the Government of UP. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, supervisory cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly. Wherever evaluation is for each item, Price quoted will be on " Rs. / Unit of measurement' basis. Wherever evaluation is for total package, Price quoted will be on " lumpsum basis' basis, wherein the 'item rate ' will be calculated on %age allocation basis for each item .
VI	Price Validity :
	Unless stated otherwise in the enquiry, offer shall be valid for a period of 120 days from the date of Techno- commercial (Part-I) bid opening date.
VII	Validity of Contract
	The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement, for a mutually agreed period, on same terms, conditions and rates. Once the contract is finalized, the rates agreed upon shall be valid for the period of contract as stipulated in the tender. In case the contract is for a period of two years, on successful completion of work after one year, the Contract may be extended for a period of one more year, The Contractor is bound to execute the contract during the second year, without any demur. If the contractor fails to execute the contract during the second year, BHEL reserves the right to execute the contract through alternate sources at the risk and cost of the Contractor and the Company reserves the right to take appropriate action against the Contractor. In case of an adverse feedback on the Contractor during the first year, BHEL may take necessary action to award the contract on alternate sources at the risk and cost of the Contractor
VIII	Contractor's obligations
A	Towards selection, control and supervision of employees
1	Contractor shall deploy the labour for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications The Contractor shall provide the copies of the appointment letters. The letter of appointment should specify the date of termination or a stipulation of a happening based on which the contract of employment will discontinue. The labour shall be deployed within 15 days of award of contract.
2	Contractor shall supervise the work allotted to him and to be carried out by his labour.
3	Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job
3.1	Aadhar card is mandatory for contract labours and supervisors for making of their gate pass for entry in BHEL premises.
3.2	Contractors are advised that contract labours must be employed without any discrimination on caste or creed basis
3.3	Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
3.4	Communication &Correspondence : - Bidder has to provide at least one authorized email ID for fast communications. Two email IDs are desirable. All official communications shall be sent to email / IDs and hard copies will not be sent. Such communication shall be deemed as delivered and final. Bidder has to regularly view his email box and also remain in touch with the department to remain updated. Non viewing of mail box or non functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminding. Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he should revert back to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e mail ID should be properly communicated in person, e-mail & hard copy. Non response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penal action for which contractor shall be solely responsible.
3.5	Care & Treatment: Contractor or his representative should be in regular touch with all his employees during all work timings. If any worker falls ill or suffers an accident/injury, the contractor or his authorized representative, shall immediately arrange to take him for proper medical care. Delay/ignoring will be treated as violation of contractual obligations.

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4	Age of workers: The contractor shall not employ any person who has not completed his 18 years. Also age of worker deployed should not exceed 60 years.
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 labour shall be hale and healthy and should not suffer from any communicable diseases. Such employees should possess requisite, proficiency, experience etc. acceptable to BHEL..
6	Discipline: The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee, then such loss shall be assessed and recovered from the running bills of the contractor or from the Security Deposit
7	The contractor, on advice of authorized BHEL official, shall immediately redeploy the labour to other areas. The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official, is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.
8	Contractor will keep watch on his employees and he will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
9	Contractor to ensure compliance of the instructions contained in safety guidelines issued by Safety Deptt (HSE) of BHEL, Jhansi (Same can be downloaded from BHEL Jhansi website) . The contractor has to ensure that all precautions are taken for safety of his employees and equipments.
10	Record Keeping: Contractor shall maintain appropriate records of his employees deployed, at all work places, to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns, which will be available at all times, for inspection by various authorities at short notice .If during inspection, the attendance records are not available at work place, the Contract is liable to be short closed.
11	Uniform: The contractor shall be responsible to necessarily provide to his workers, in the first month of start of Contract, uniform and safety gears such as shoes, helmet and PPE, as listed in the Tender . This distribution shall be done in the concerned Department in the presence of representative of HR and Executing Department .The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta/ kameez/ top for female. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition.- Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty. Worker without Uniform may not be allowed to enter the Factory Premises/Work Place.
	The first monthly bill of the Contractor shall be cleared only after submission of this undertaking. In case of non compliance in the first month , a penalty of (1 % of contractor commission or Rs 5000 / -, whichever is higher) shall be recovered from the Contractor Commission / Security Deposit. In case of non compliance beyond second month, notice for termination of the contract shall be issued.
12	In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required. In case of failure to do so, necessary penal action shall be taken against the Contractor.
13	Tools, tackles and materials : Wherever mentioned in the enquiry, Contractor shall provide to his employees all tools, tackles, material, equipments as specified in contract and maintain the same to carry out the job under the contract at his risk and cost. BHEL shall not have any liability for these tools, tackles, equipments or material. While using the property of BHEL such as Tools , Equipments etc , Contractor shall take all precaution not to damage this property . Suitable recovery may be made if the contractor is found liable for such damage..
14	Contract shall in his absence keep competent agent constantly on the works and any directions / explanations given by the 'Contract Executing Officer 'or his representative to such agent shall be held to have been given by the Contractor himself.
B	Towards statutory liability
1	BHEL shall not be responsible for any claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law, in connection with labour deployed by the Contractor.
2	The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labours deployed under the contract.
3	The Contractor shall attend to all inspections notified / conducted by the HR department of BHEL, Labour Department, P F Authorities, Factory inspectors, ESI Inspectors, or any other such authorities under the Act, failing which appropriate action shall be initiated against the Contractor.

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3	In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.																														
4	After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.																														
5	The Contractor shall liaise with the PF officials to get the annual PF slips and distribute amongst his own workers. Security Deposit shall be released only after submission of PF slips of workers.																														
6	<p>PF Contribution</p> <table border="1"> <thead> <tr> <th>Employee's Contribution</th> <th colspan="2">Employer's Contribution</th> </tr> </thead> <tbody> <tr> <td>12% of Normal wages paid</td> <td>PF Contribution</td> <td>3.67 %</td> </tr> <tr> <td rowspan="5">As applicable by respective Govt./ Agency. (Current statutory wage ceiling - Rs.15000/-month on Employee's/ Employers Contribution).</td> <td>Insp/ Admn. Charges (subject to minimum Rs. 500/- per challan)</td> <td>0.50 %</td> </tr> <tr> <td>Admn. / Insp Charges</td> <td>0.50 %</td> </tr> <tr> <td>Pension Fund</td> <td>8.33 %</td> </tr> <tr> <td>EDLI Charges (subject to minimum Rs. 200/- per challan)</td> <td>0.00 %</td> </tr> <tr> <td align="center">Total</td> <td align="center">13.00 %</td> </tr> </tbody> </table>	Employee's Contribution	Employer's Contribution		12% of Normal wages paid	PF Contribution	3.67 %	As applicable by respective Govt./ Agency. (Current statutory wage ceiling - Rs.15000/-month on Employee's/ Employers Contribution).	Insp/ Admn. Charges (subject to minimum Rs. 500/- per challan)	0.50 %	Admn. / Insp Charges	0.50 %	Pension Fund	8.33 %	EDLI Charges (subject to minimum Rs. 200/- per challan)	0.00 %	Total	13.00 %													
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7	The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.																														
F	Employees State Insurance																														
1	The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining																														
2	At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.																														
3	The contractor shall facilitate collection of issued ESI cards by his worker																														
4	As applicable by Government/ respective agency, the existing wage limit for coverage under the Act is Rs. 21,000/- per month w.e.f. 01/01/2017.																														
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7	<p>The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-</p> <table border="1"> <tbody> <tr> <td>(i)</td> <td>Form XIII</td> <td>Register of Workmen employed by contractor (Rule 75)</td> </tr> <tr> <td>(ii)</td> <td>Form XIV</td> <td>Employment Card issued by contractor (Rule 76)</td> </tr> <tr> <td>(iii)</td> <td>Form XVI</td> <td>Muster Roll 78(1) (a) (i)</td> </tr> <tr> <td>(iv)</td> <td>Form XVII</td> <td>Register of Wages (Rule 78 (1) (a) (i))</td> </tr> <tr> <td>(v)</td> <td>Form XVIII</td> <td>Register of wages-cum Muster Roll (in case of weeklyPayment)</td> </tr> <tr> <td>(vi)</td> <td>Form XIX</td> <td>Wage Slip (Rule 78)(1) (b)</td> </tr> <tr> <td>(vii)</td> <td>Form XX</td> <td>Register of deduction for damages of loss (Rule (78)(1) (a) (ii))</td> </tr> <tr> <td>(viii)</td> <td>Form XXI</td> <td>Register of fines (Rule 78) (1) (a) (ii)</td> </tr> <tr> <td>(ix)</td> <td>Form XXII</td> <td>Register of advance (Rule 78) (1) (a) (ii)</td> </tr> <tr> <td>(x)</td> <td>Form XXIII</td> <td>Register of overtime (Rule 78) (1) (a) (iii)</td> </tr> </tbody> </table>	(i)	Form XIII	Register of Workmen employed by contractor (Rule 75)	(ii)	Form XIV	Employment Card issued by contractor (Rule 76)	(iii)	Form XVI	Muster Roll 78(1) (a) (i)	(iv)	Form XVII	Register of Wages (Rule 78 (1) (a) (i))	(v)	Form XVIII	Register of wages-cum Muster Roll (in case of weeklyPayment)	(vi)	Form XIX	Wage Slip (Rule 78)(1) (b)	(vii)	Form XX	Register of deduction for damages of loss (Rule (78)(1) (a) (ii))	(viii)	Form XXI	Register of fines (Rule 78) (1) (a) (ii)	(ix)	Form XXII	Register of advance (Rule 78) (1) (a) (ii)	(x)	Form XXIII	Register of overtime (Rule 78) (1) (a) (iii)
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(ii)	Form XIV	Employment Card issued by contractor (Rule 76)																													
(iii)	Form XVI	Muster Roll 78(1) (a) (i)																													
(iv)	Form XVII	Register of Wages (Rule 78 (1) (a) (i))																													
(v)	Form XVIII	Register of wages-cum Muster Roll (in case of weeklyPayment)																													
(vi)	Form XIX	Wage Slip (Rule 78)(1) (b)																													
(vii)	Form XX	Register of deduction for damages of loss (Rule (78)(1) (a) (ii))																													
(viii)	Form XXI	Register of fines (Rule 78) (1) (a) (ii)																													
(ix)	Form XXII	Register of advance (Rule 78) (1) (a) (ii)																													
(x)	Form XXIII	Register of overtime (Rule 78) (1) (a) (iii)																													

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SN	Description
	(xi) Form XXIV Return to be sent by the contractor to licensing officer (Rule 82)
	(xii) Form XII Register of Adult Workers
	(xiii) Form XIV Leave with wage register
	(xiv) Form XV Leave book
8	Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.
G	Towards Conduct
(i)	Contractor shall comply with all the provisions of Labour Laws and attend the office or any other place as directed by the Authority of any labour department or Authority / Officer of BHEL Jhansi;
(ii)	Contractor shall behave properly with the dealing officials of BHEL Jhansi and shall not use baseless or unparliamentary word or language against any of them in verbal/written communications, and shall not make any unfounded or unsupported defamatory allegation whatsoever against any officials of BHEL Jhansi .If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL.
(iii)	Contractor shall necessarily receive any letter, notice or communication issued by BHEL Jhansi in respect of the contract, and comply with the instructions, contained therein;
(iv)	The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent /obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit ,shall be taken by BHEL.
(v)	The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.
(vi)	Whenever it comes to notice that undue influence (external) is exerted to appoint select labour, the Contractor shall report the same immediately, with necessary details, to the Head of Executing Department& CCC
(vii)	Contractor shall not charge any undue money from his employees who are taken on roll for BHEL contracts. Any complaints received regarding contract worker exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment, demanding money from contract workers) shall be viewed very seriously, and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during running of the Contract.
H	Non compliance of obligations
	That in the event of any act or activity in contravention of above clauses mentioned at clauses VIII (A) to VIII (I) above, and if any deficiency comes to notice of BHEL that the Contractor has failed to discharge any of the above obligations, the Contractor will be informed of the same and asked to rectify the deficiencies within three days, failing which, BHEL reserves the right to impose penalty / suspend the Contractor / terminate the contract, and take alternative action at the risk and cost of the Contractor
IX	Deposit Submission
A	Security Deposit
1	Modes To ensure performance of the contract, the successful bidders who are awarded the contracts are to submit a Security Deposit for 5 % of the Contract Value. This is applicable to MSE bidders also. Security Deposit will be accepted in the following forms:
(i)	Cash (as permissible under the extant Income Tax Act)
(ii)	Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
(iii)	Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. / Consortium Banks (as updated on BHEL website) . The Bank Guarantee should be as per BHEL format (Annexure VIII)
(iv)	Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
(v)	Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
	(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. Waiver will be available as per extant Works policy available on BHEL intranet)

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2	<p>Collection of Security Deposit</p> <p>At least 50% of the required Security Deposit, preferably by way of suitable Bank Guarantee, should be submitted before start of the work. The Bank Guarantee shall be from Consortium Banks of BHEL, the list of which is uploaded on Supplier Information Portal.</p> <p>Balance of the Security Deposit can be deposited either in the form of Bank Guarantee, Pay Order, Demand Draft, Cheque or 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.</p> <p>Any cases of Stamp Duty Charges (if applicable) on the instruments of Security Deposit are the responsibility of the Contractor.</p> <p>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.</p> <p>The recoveries made from running bills (cash deduction towards balance Security Deposit 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.</p>
3	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
4	The Security Deposit shall not carry any interest
	(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. Waiver will be available as per extant Works policy available on BHEL intranet. Wherever a Bank Guarantee , if due for extension, is not extended by the Contractor, the same will be encashed by BHEL)
X	Modalities
1	Engagement of Employee of Contractor and Entry in Factory Premises
1.1	The contractor shall submit the following to HR, contracting department and deployed by BHEL .
(i)	The details of the worker proposed to be deployed.
(ii)	<p>Proof of remittance of fees for character certificate (not older than three months) at District Magistrate's Office along with Police Verification Certificate (without any adverse remarks)</p> <p>OR</p> <p>Character certificate (not older than three years)issued by District Magistrate's / ADM / SDM / SP / DSP Office</p> <p>The Contractor should submit the character certificate within 60 days of issue of Gate Pass, failing which the gate pass of the worker will be discontinued.</p>
(iii)	Copy of employment card issued by contractor to his own worker as per Annexure II
(iv)	Agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper, as per Annexure VI
(v)	The labour/ employee deployed by the contractor should be partially/ finally vaccinated with COVID-19 vaccine for which the contractor will produce proof. In case of exception of non-vaccination, the contractor will submit the undertaking that all the workers deployed will be fully vaccinated within four months of deployment.
1.2	Pursuant to submission of documents and the permission accorded by BHEL w.r.t the manpower proposed to be deployed by the contractor, the photo identity card shall be issued by the Contractor to the employee and submitted to HR department for issue of Gate Pass as per Annexure I. This identity card shall be forwarded by HR department to Security agency deployed by BHEL , which shall then authorize the employee to enter the factory premises through BHEL Entry/exit system. The Gate pass shall be issued only for Contract Labour having Insurance Policy as detailed in clause VIII D2 " Personal Accident Insurance Policy " .
1.3	The photo identity card issued to the deployed Worker shall be valid for the Contract period/closure of Contract whichever is earlier. The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official, is involved in misconduct/poor performance . Such person shall not be re-employed by the contractor without prior permission..
1.4	The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as annexure III.
1.5	The entry of contractor's workers in factory premises shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non return of biometric card, Rs. 200/-(Rupees two hundred only) per card shall be deducted from the Security Deposit of the contractor.

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1.6	The required man days will be deployed by the contractor based on periodical requisition of the department considering total man days at his disposal and the workmen required during the tenure of the contract.
1.7	In case the labour employed by the contractor do not come in uniform, Security agency deployed by BHEL may restrict their entry inside the factory .
2	Attendance and Payment of Wages
(i)	Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker in Form 16 of muster roll. Contractors are required to give attendance of workers deployed by them to the official of the Department, on all working days
(ii)	Statement of Wages of labours deployed by him in Form 17 under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions to be maintained (Form XVII of Contract Labour (R&A) Rules)
(iii)	The contractor shall pay minimum wages as applicable of the Appropriate Government . Any increase in minimum wages or increase in Variable DA by appropriate Government , the same will have to be paid by the Contractor to the labour during the currency of contract.
(iv)	The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
3	Measurement of Work and Payments thereof
(i)	The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer
(ii)	Payment towards work will be made to the contractor on the basis of Copy of Measurement Book/Sheet duly signed with seal as per Annexure XII.
(iii)	Measurement Book to be maintained for the work carried out periodically by the contractor & the same shall be verified by BHEL official, nominated for the same.
(iv)	Payments will be made to the contractor on the basis of work carried out by him.
(v)	All payments will be subject to deduction of income tax at source as per Income Tax applicable Rules.
4	Penalty for delayed performance / payment.
	In case of delay , solely attributable to Contractor , in completion of allotted work beyond specified time, Penalty of 0.5 % per week of delayed portion/quantity shall be deducted from the Contractor's bill , limited to the maximum of 10 % of delayed portion/quantity.
5	Penal Provisions for effecting deduction, if any
	The Contractor bills will be deducted accordingly , for any of the following defaults
(i)	Penalty as detailed at X (4) above, for delayed performance / payment
(ii)	Any other reason, as applicable
6	Payment of Bills

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	<p>The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract. The contractor's bills should be accompanied with the following:</p> <p>(i) Copy of Measurement Book/Sheet duly signed with seal as per Annexure XII.</p> <p>(ii) Compliance Certificate stating that Contractor has abided by :</p> <ol style="list-style-type: none">1. Minimum Wages Act of employees deployed by him under the Contract.2. PF/ESI as per Labour Act .3. Bonus Act and National Holiday Act.4. All the other Act and Rules applicable at Jhansi towards the deployment of Contract Labour.5. Undertaking of the Contractor that he has provided Uniform, Shoe, PPE to the contract labour . <p>(iii) GST Tax Challan / return .</p> <p>Payment of GST amount would be done subject to reporting of the bill in the Form GSTR-1 on GST portal by the contractor (Goods/Service provider) and the same would be captured in GSTR-2B by BHEL Jhansi (Goods or Service recipient). Alternatively, if the contractor (Goods/Service provider) desires to get the payment of bill amount including GST before compliance of GSTR-1 and GSTR-2B as aforesaid, then Contractor would require to submit the security deposit of equivalent GST amount to BHEL, Jhansi. Further, in case of any loss/reversal of GST ITC credit to BHEL Jhansi with respect to the contract would be recoverable from the contractor.</p> <p>This certificate by Contractor endorsed by Contract Executing Department.</p> <p>The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Tax Challan & documents as above, forward them to Finance through HR department. HR department after checking the Labour Laws compliances with respect to the concerned contract and forward the same to Finance Department. Finance department shall, on satisfactory compliance, and after deduction (if any) on account of defaults / Penalties / TDS, will make the due payment to the contractor.</p> <p>Payment shall be released within 30 days from the date of bill subject to submission of complete documents in all respect .</p>
XI	Experience Certificate
	<p>On completion of the Contract, after having completed all contractual obligations and statutory compliances, the Contractor will be issued an experience certificate by the Central Contracting Cell in MM Department, on the total performance of the contractor such as competency, implementation of statutory provisions in time, such as payment of wages, payment of PF contribution, Payment of ESI Contribution, Payment of Bonus, Issue of PPE, Uniform, Safety Shoe, etc. This experience certificate will be an instrument for consideration / rejection of the bid of the Contractor in future tenders and also for return of Security Deposit of the Contractor.</p>
XII	Indemnity Bond / Compliance of Legal Provision / Integrity Pact
1	<p>BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.</p>
2	<p>That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any contract worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.</p> <p>The Indemnity Bond shall be submitted by the Contractor as per Annexure VII</p>
3	<p>In case of contract estimate is equal to or more that Rs. 5 Crores, Integrity Pact to be signed by authorized Signatory and submitted by the bidder along with the tender documents by the bidder.</p>
XIII	Legal Compliances
1	<p>The work shall be supervised by the contractor or through the authorized representatives on day to day basis</p>

(Signature, Seal & Stamp of the Bidder)

CENTRAL CONTRACTING CELL, TRFR MM DEPARTMENT, BHEL, JHANSI



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2	The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For noncompliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible, and also liable to be suspended from BHEL as per Company Guidelines
3	The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen / representatives' negligence or otherwise during execution of work.
4	In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
XIV	Risk & Cost:
	If the Contractor fails to perform/execute the work within time or fails to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL reserves the right to cancel the contract and take necessary action from alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc of the Contractor, which are pending either at BHEL, Jhansi or any other Unit of BHEL. Wherever Risk purchase is invoked attracting action as per guidelines of the Company, action shall be initiated to suspend business dealings with the Contractor. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vender registration/vender.php .
XV	Return of Security Deposit
	Security Deposit will be released on submission of following certificates from departments mentioned as under:-
1	Completion of work and certification of payment of minimum wages to employees from contracting department.
2	Certificate of compliance of labour laws from Contracting Dept. and verified by HR department.
3	Certificate of payment of Bonus by Contracting Dept. and verified by HR Department
4	No dues certificate from contractor regarding GST payment, Stamp Duty payment (if any) & any other dues liable to remitted by contractor under Financial Laws to Finance department.
5	Submission of Experience Certificate by CCC
	In case of non satisfactory performance of the contract, under any of the clauses as above, BHEL shall have a right to encash the Security Deposit. In case of any dispute decision of concerned Head of the Executing Department will be final.
XVI	Confidentiality
	The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.
XVII	Force Majeure

(Signature, Seal & Stamp of the Bidder)

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SN	Description
	<p>Notwithstanding anything contained in the contract, neither the Contractor nor BHEL shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the Contractor or BHEL; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the Seller or the Purchaser has no control.</p> <p>The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Contractor along with supporting evidence and so granted by BHEL for the supply/ work affected, if any, shall not be construed as waiver in respect of execution of the pending part of the contract. Rescheduling of contractual obligations on account of force majeure conditions, if so agreed by the Purchaser, will not entail the Contractor to claim any increase in the price on whatsoever account.</p> <p>Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall requirements and make alternative arrangements.</p>
XVIII	Termination
	<p>In case the Contractor makes defaults in the work within the timelines specified by BHEL ,, and this happens inspite of a reasonable notice given in writing, or if the Contractor fails to comply any of the terms and conditions of the Contract, or in case the Contractor fails to comply any of the provisions under the Acts / Rules / Instructions / Guidelines or for any reason which harm the commercial interests of BHEL, the Contract shall, without prejudice to any other rights and remedies available to BHEL , be liable to be cancelled/ terminated in part /whole , by giving 30 days notice in writing . In event of termination . The Contractor shall be liable to compensate BHEL.</p>
XIX	Suspension
	<p>BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension. To know the implications of suspension, the bidder may see the " Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website http://www.bhel.com/vender_registration/vender.php</p>
XX	Fraud Prevention
	<p>If any bidder 'contractor indulges during any stage of the contract in malpractices, cheating, bribery, fraud, harassment of labours deployed, getting influence, formation of cartel, so as to influence the bidding process / influence the price / influence the execution of Contract, or acts in any manner which tantamount to an offence punishable under any provision of Indian Penal Code , 1860 or any other law in force in India, then action may be taken against such bidder / Contractor as per extant guidelines of the Company. Available on www.bhel.com. And / or under applicable legal provisions.</p> <p>The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice</p>
XXI	Conciliation/Settlement of Disputes / Arbitration etc.
A	All questions/interpretations regarding subject matter of the Contract shall be decided by the BHEL on the request of the Contractor and the decision of BHEL shall be final.
B	In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
C	In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of BHEL
D	In case dispute is not settled in conciliation proceedings, the same shall be referred to Arbitration as per Corporate Guidelines of 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.. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi). The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award.
E	The Contractor shall continue to perform the contract, pending settlement of dispute(s).
XXII	Applicable Laws and Jurisdiction of Courts

(Signature, Seal & Stamp of the Bidder)



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	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The competent Courts at Jhansi in the State of Uttar Pradesh, India shall have sole jurisdiction. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court..
XXIII	General
(i)	The Bidder shall keep a track of any changes by visiting www.bhel.com / Tender Notifications
(ii)	As a mark of acceptance of the General Terms and Conditions of Enquiry, all pages of the document should be signed by the authorized signatory of the Bidder, with Seal and Stamp, and submitted. Else, the offer of the Bidder will be rejected.
(iii)	The bidders are advised to ensure completeness of documentation as per the Checklist (Annexure VIII) provided in the enquiry. The offers of the bidders are liable to be rejected in case of incomplete documentation

(Signature, Seal & Stamp of the Bidder)



BHARAT HEAVY ELECTRICALS LIMITED

TRANSFORMER PLANT, JHANSI

HEALTH, SAFETY & ENVIRONMENT

Mandatory Terms & conditions to be followed with every Work Order

The following HSE related points are proposed to be included in BHEL TP Jhansi “Terms and Conditions” while issuing Work Orders to Outside Agencies for carrying out work at BHEL TP Jhansi Factory, Township premises & BHEL General Hospital.

There should be a separate chapter entitled “Safety and Environmental Obligations”, to be included in every set of Tender documents issued to outside agencies. The same should also be included in Work Order Award documents.

(A) Rules to be observed while working inside BHEL premises:-

1. Our factory is a no-smoking zone, so this rule shall be observed by all workmen at all times while working inside the premises.
2. Workers shall not indulge in gambling or consumption of liquor while working inside BHEL premises.
3. Workmen in inebriated condition shall not be allowed to enter BHEL premises.
4. Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act, Uttar Pradesh Factories Rules and BHEL Rules and Regulations.

(B) Mandatory Health, Safety & Environment Guidelines:-

1. No workman shall be allowed below the age of 18 years on the date of starting work in BHEL TP Jhansi. Neither shall any contract worker be allowed above 60 years of age during the entire period of contract.
2. For any skilled / semi-skilled work, notarized copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished before start of work.
3. Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of UP or Equivalent Certificate of experience as per IEE Rules.

4. List of all Personal Protective Equipment (PPEs) which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor's workmen are working without the required PPEs, BHEL TP Jhansi reserves the right to terminate the contract OR to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
5. At the time of starting work, the contractor shall submit all PPEs through entries in BHEL TP Jhansi Material Gate for items such as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields , masks, ear-buds, muffs gloves etc. as relevant and mandatory for adequate safety of personnel. Contract Executing Department shall inspect the work place and confirm whether workmen are provided the PPEs and are using the same or not. If this is not found, BHEL is free to take action against the contractors.
6. On the first day of commencement of work, the contractor will have to obtain the signed approval from the concerned Head of the Department (HOD) of that department that all the PPEs related to working at the site have been provided to all the workers by the contractor and all the workers are using it. The signed approval copy of this sheet has to be sent to HR (CLC) and HSE department at the time of commencement of work along with this endorsed copy to be attached to the ongoing or final bill in the finance department. **Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.**
7. For any Chemicals, Paints or oils etc. that the contractor may be required to be brought inside factory, the empty drums, containers etc. shall be taken out through the Material Gate under intimation to HOD concerned of the department where work is carried out. OR will be deposited at Scrapyard of Factory Main Store through concerned department, against Scrap delivery Note (SDN), No oil, effluent or chemical etc. shall be drained in the drains or water pools inside factory.
8. Medical fitness certificate not more than one month old, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL TP Jhansi.
9. The workmen who are employed in Canteens, the contractor shall furnish their Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases or diseases like TB, Asthma, Leprosy etc.
10. For all such work requiring working at heights such as chimneys, rooftops, columns of blocks etc., special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the Incharge/HOD of that department not less than HOD, for such work.

11. The contractor shall follow the Permit systems for all dangerous operations as specified in the Factories Act, 1948 and Uttar Pradesh Factories Rules, 1950.
12. It will be mandatory for the vehicles brought inside the factory by the contractor along with its driver to comply with all the legal and statutory rules framed under the Motor Vehicles Act 1988 and the Central Motor Vehicles Rules 1989.
13. Maintaining road safety rules inside factory at all times is the prime responsibility of contractor. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL TP Jhansi by any act of carelessness on road/mishap, shall be recoverable from the contractor.
14. BHEL's HSE policy shall be honored at all times.
15. No unsafe act shall be indulged-in, by the workmen.
16. While working at any machine tool area/dangerous operation, Battery operated truck, Cranes etc. mobile phone usage is not allowed.
17. No loose clothings like shawls, mufflers, dupatta etc. should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence.
18. No make-shift arrangements shall be made for any engineering shop-floor work.
19. Compressed air shall not be used for area or personal cleaning/de-dusting.

To be signed by contractor
(As proof of having read & agreed for compliance)



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No:

Annexure: I

गेट पास आवेदन

(ठेकेदार के संविदा श्रमिकों हेतु)

१. ठेकेदार का नाम
२. कार्य का स्वरूप
३. कार्य आदेश सं./दिनांक
४. कार्य आदेश अवधि
५. कार्य स्थल (विभाग एवं कोड) एवं

--	--	--	--	--
६. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
७. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)
संविदा श्रमिक का नाम.....जन्म तिथि/आयु..... पिता का नाम.....
.....पहचान चिन्ह..... स्थाई पता..... वर्तमान पता.....
शैक्षिक योग्यता..... तकनीकी योग्यता.....
..... आधार न0.....
मोबाइल न0.....
भविष्य निधि खाता संख्या..... कर्मचारी रा.बी. निगम खाता संख्या.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित)

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

आबंटित गेट पास सं०.....दिनांक.....हस्ताक्षर आबंटनकर्ता.....

विभागाध्यक्ष-मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर

(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....नियोजक.....
.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/तीन दिन के पश्चात्
२५ तारीख को के० ओ० सु० ब० द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० झॉंसी (उ०प्र०)

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No: _____

Annexure- II

FORM XIV

(See Rule 76)

Employment Card

Name and address of Contractor	:	.....
Nature of work and location of work	:	.....
Name and address of Establishment in/under which contract is carried on	:	.....
Name and address of Principal Employer	:	.....
1. Name of the workmen	:	.....
2. Serial No. in the register of workmen employed	:	.....
3. Nature of employment/designation	:	.....
4. Wage rate with particulars of unit, in case of piece-work.	:	.....
5. Wage period	:	.....
6. Tenure of employment	:	.....
Remarks.	:	.....

Signature of contractor.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No: _____

Annexure: IV

DATE: -----

FORM XVII
[See Rule 78(1) (a)(i)]
Register of Wages

Name and Address of Contractor

.....

Nature and location of works

.....

Name and address of Establishment in / under
which contract is carried on

.....

Name and address of Principal
Employer

.....

Wage period: Monthly

Sl. No.	Name of workman	Serial No. in the register of workman	Designation / nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Daily-rate of wages/piece rate	Amount of wages earned				Total
	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature / Thumb impression of workman	Initial of contractor or his representative
13	14	15	16

SIGNATURE OF THE CONTRACTOR WITH SEAL

Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on ...

(date):

(Executive Incharge)

1

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

TENDER ENQUIRY NO. _____

Self Declaration

1. I / We have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We are not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/office of BHEL or any other organization, before or till, on the date of tender opening.
3. I / We shall not be influenced by anyone in deployment of labour, for this contract.
4. I / We will deploy persons preferably with experience developed in BHEL Jhansi, for this contract.
5. I/ We will ensure that the manpower deployed for this contract shall be competent to carry out the assigned task
6. I / We shall deploy manpower after acceptance of the Head of the Executing Department
7. I / We agree that BHEL shall reserve the right to reject any labour deployed – if found not having the requisite documents, proficiency, experience, etc for the relevant task, or if found involved in any misconduct
8. I / We undertake that we shall pay minimum wages to the labour employed by us for this contract, and also undertake to abide by all statutory and regulatory requirements, as also to the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.
9. I / We undertake that, wherever applicable, we shall pay Stamp Duty Charges on Security Deposit to the Government

(Signature of the Contractor with Name. Designation & Seal)

(Under Letter Head)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF ____ between BHARAT HEAVY ELECTRICALS LIMITED, Jhansi (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110 049 (hereinafter called BHEL) of the ONE PART

AND

M/s _____ (hereinafter called the `Contractor') of the SECOND PART WHEREAS M/s _____ State that they have acquired and possess extensive experience in the field of _____ And whereas in response to an Invitation to Tender No. _____ issued by BHEL for the execution of _____ The Contractor submitted their offer And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the work order No. _____ dated: _____ read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows: That the Contractor shall execute the work of _____ and more particularly described in Tender specification (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Terms and Conditions of Enquiry , Special Conditions, annexure, work order No. _____ dated: _____ and such other instructions, drawings, specifications given to him from time to time by BHEL. The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid up to _____ for a sum of Rs _____ only towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee for a sum of Rs _____ in favour of BHEL towards Security Deposit Bank Guarantee No. _____ of _____ Bank , Branch _____

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and to have satisfied himself as to the nature and character of the works to be executed by him.

CONTRACT AGREEMENT

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194(C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

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

The following documents shall also form part of & shall govern this Agreement:-

(a) Invitation to Tender No. _____ dated: _____ and the documents Specified therein.

CONTRACT AGREEMENT

(b) Contractor's Offer no _____ dated _____

(c) Work order No. _____ dated: _____

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

(CONTRACTOR)

To be signed by a person holding a valid Power of Attorney

WITNESS: -1.

2.....

(On behalf of Bharat heavy Electricals Ltd, Jhansi)

WITNESS: - For and on behalf of Bharat Heavy Electricals Ltd, Jhansi

1.

2.

Enclosed:

100 Rs. stamp paper no. _____ is part of agreement.

क्षतिपूर्ति बन्धनामा

ANNEXURE-VII

सेवा में,

भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

द्वारा एक्जीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

यह कि मैं ----- ठेकेदार आयु ----- वर्ष पुत्र -----
----- निवासी -----
----- भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी के पक्ष में निम्नलिखित क्षतिपूर्ति बन्धनामा
निष्पादित करता हूँ :-

यह कि मुझे ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से कायदेशि
संख्या ----- दिनांक ----- के अनुसार -----

----- के कार्य करने का ठेका
मिला है और इस कायदेशि के अन्तर्गत मुझे कार्य करने में श्रमिकों के साथ साथ कार्य संपादन हेतु
आवश्यक सामग्री ले जाने उसे उचित स्थल पर पहुंचाने व इसके अतिरिक्त उक्त सामग्री के उपयोग
करते समय या उसके उपरान्त किसी भी कारण से किसी भी प्रकार की दुर्घटना अथवा अन्य किसी
भी कारण या प्रकार से किसी को कोई भी हानि हो सकती है। मैं उक्त ठेकेदार निष्पादक उक्त
ठेके के कार्य निष्पादन में या उसके फलस्वरूप होने वाली हर प्रकार की हानि अन्य किसी भी
प्रकार की कारित क्षति के लिये उत्तरदायी रहूंगा और भेल झांसी को इसके फलस्वरूप होने वाली
समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त राशियों के भुगतान करने के लिये बाध्य रहूंगा ।

अतः यह क्षतिपूर्ति बन्धनामा (Indemnity Bond) आज दिनांक ----- को
झांसी में साक्षियों की उपस्थितियों में निष्पादित किया ताकि वक्त जरूरत पर काम आवे ।

हस्ताक्षर साक्षी

निष्पादक/ ठेकेदार

1- हस्ताक्षर साक्षी

हस्ताक्षर-----

नाम-----

पिता का नाम-----

नाम -----

निवासी-----

पिता का नाम-----

निवासी-----

2- हस्ताक्षर साक्षी

नाम-----

पिता का नाम-----

निवासी-----

Note: On Rs. 100/- Non- Judicial Stamp paper.

Annexure VIII

CHECKLIST FOR DOCUMENTS OF THE ENQUIRY FOR WORKS CONTRACTS

1	Documents in support of the Pre Qualification Criteria
2	General Terms and Conditions of the Enquiry, duly signed, with seal and stamp of the Bidder
3	Annexure-I - Photo Identity card issued by the Contractor to their labour for issue of Gate Pass
4	Annexure-II- Copy of employment card issued by Contractor to their worker
5	Annexure-III - Register to be maintained by Contractor towards the labour employed
6	Annexure-IV - Statement of Wages of Labour employed by the Contractor
7	Annexure V – Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /-
8	Annexure- VI - Agreement between BHEL and Contractor
9	Annexure-VII - Indemnity Bond to be submitted by Contractor
10	Annexure-VIII - Checklist for documents
11	Annexure-IX - Format for Bank Guarantee in lieu of Security Deposit
12	Format JS 146 - Price Bid Sheet for Works Contracts (in a separate envelope)
13	Format JS 472 – Blank Price Bid Sheet for Works Contracts
14	Tender Cost
15	EMD
16	Integrity Pact (if applicable) to be duly signed, with seal and stamp of the Bidder
17	Bidder details with Contact name, address, phone no, e mail, PAN No, GSTIN No, Aadhar number , UAM number (if any), Digital Signature Certificate for PF & ESI, etc.
18	Any other document as called for in the Enquiry

I / we undertake that we shall submit the documents as called for in the Enquiry and that our bid is liable to be rejected in case of incomplete documentation

(Signature of the Contractor with Name. Designation & Seal)

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.....⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only),

we ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on

us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

¹ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited ²

ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵BG AMOUNT IN FIGURES AND WORDS

⁶VALIDITY DATE

⁷DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept one year after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

ANNEXURE - X

STATEMENT OF PAID LEAVE OF EMPLOYEE FOR MONTH

SI No	Name of Employee	Employee No	Opening Balance of paid Leave	Paid Leaved earned during month	Paid Leave availed during month	Closing Balance of Paid leave.

Signature of Contractor with Seal & date

Annexure – XI

Certificate by Chartered Accountant on letter head.

This is to Certify that M/s, (hereinafter referred to as 'company/') having its registered office at is registered under MSMED Act 2006 as per following details:-

UDYAM Reg. No. -

UDYAM Reg. Date :,

Category: (Micro/Small),

Major Activity:(Manufacturing/Services).

Further verified from the Books of Accounts that the investment and turnover of the company as per the latest three financial statements as per MSMED Act 2006 is as follows:-

(Amount in Crores)

Financial Year	Investment in plant and machinery*	Turnover during the Year	Type of Financial Statements
			Audited/Provisional
			Audited/Provisional
			Audited/Provisional

*Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Micro, Small and Medium Enterprises vide its notification No.S.O.2119 (E) dated June 26, 2020:

(Strike off whichever is not applicable)

The above investment of Rs..... Crore and Turnover of Rs..... Crore is within permissible limit of Investment of Rs. Crore and Turnover of Rs..... Crore for Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

.Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) as notified vide S.O. No. 2119(E) published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

UDIN -

MEASUREMENT BOOK

SL NO	ACTIVITIES / WORK	WO NO	Job sl.no	START DATE	END DATE	ACTUAL COMPLETION DATE	TECH HRS AS PER TECHNOLOGY	VALUE @ PER TECH HRS

NOTE: End date shall be extended suitably if there is any delay in providing the material/machine.

CONTRACTOR SECTION INCHARGE QUALITY TECHNOLOGY

We hereby accepted above (Signature & seal of bidder)

Seal & Signature OF BHEL contracting authority

ANNEXURE XIII

PAYMENT SHEET FOR THE MONTH OF

NAME OF CONTRACTOR:
 NAME OF WORK :
 WORK ORDER NO.
 WORK ORDER DT.
 MEASUREMENT PERIOD

FROM: TO:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
SL.NO.	Name of Employee	Father's Name	E-Code	EPF	ESIC	WAGE RATE	Attendance	Paid Holiday	EL	OT	Total Days	Net Wage	EL Wage	OT Wage	Gross Wage	Employee Contribution	Advantage	Total Recovery	NET PAYABLE(towards)	A/c no	IFSC Code	Bank Name	
																PF @12%	ESI @.75%						
1																							
2																							
3																							
4																							
5																							
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	TOTAL						0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0			

DATE:

Contractor Signature & Seal

CONTRACT EXECUTIVE

DECLARATION BY BIDDER

We declare that the following family firms or sister concern affiliates / subsidiary firms are participating in the tender No NIT:

1.0.....

2.0.....

3.0.....

.....

I..... , hereby declare on behalf of M/s..... and the family firms or sister concern affiliates / subsidiary firms listed above that we are not indulging in cartel formation for tender No NIT:.....

Name & signature of the bidder

(Seal)

1 .0 Benefits earmarked for Micro & Small Enterprises (MSEs)

- 1 .1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.
- 1 .2 In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% out of 25% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). In case of indivisible tender the full quantity shall be awarded to MSE.
- 1 .3 Minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation.
- 1 .4 If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from it's original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of it's original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
- 1 .5 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

OBJECTIVE:

- Timely Identification & replacement of Non-performing and/or defaulting contractor/ supplier.
- Execution of risk & cost action in a systematic manner
- Maintaining transparency & rationality in execution of risk & cost to minimize the disputes with contractor/supplier
- To protect BHEL's interest, in case of litigation or otherwise.

SCOPE:

Contracts/ Purchase Orders (PO)/Work Orders (WO) (together referred to as "Contract") covered under Works Policy/ Purchase Policy.

PROCEDURE:

- 1.1. Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:
- i) Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply 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/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
 - iv) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
 - v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract

1.2	<p>Records/Documents:</p> <p>In order to establish the Risk & Cost case, Execution Group should maintain proper records right from the scheduled/actual date of start of Contract, whichever is earlier. Following records, as applicable w.r.t. above cases, may be referred for taking decision:</p> <ul style="list-style-type: none"> i) Monthly Plan & Review Record ii) Delay analysis (necessary in case Risk & Cost is being imposed on account of delays attributable to contractor/ supplier) iii) Supporting Correspondence with Contractor/ Supplier bringing on record delay/non-performance/withdrawal from work/non-compliance with contractual conditions etc. iv) Minutes of Meetings held with Contractor/ Supplier v) Any other documents establishing the applicability of relevant sub-clause(s) of clause 1.1 for the invocation of risk & cost action.
1.3	<p>Contractual Letter to Contractor/ Supplier:</p> <p>Department responsible for Subcontracting/ Purchase shall call Contractor/ Supplier for a meeting with all concerned groups (Execution group, PMX/ Indenting group, Region HQ/Unit Finance) in case non-performance/default etc. of Contractor/ Supplier as stated in sub-clause 1.1 is reported by the Execution group/indenter. In case of contracts awarded by Sites, the activities/roles defined in these guidelines shall be carried out by departments/groups at site responsible for carrying out the relevant activities.</p> <p>In this meeting, case(s) reported by Execution group shall be discussed in detail. Contractor/ Supplier will be asked to take corrective measures within stipulated timelines failing which contractual provision for withdrawal of portion of balance work/ supply or termination of Contract at the Risk & Cost of Contractor/ Supplier may be invoked.</p> <p>MOM of above meeting, duly signed by BHEL and the Contractor/Supplier shall be kept as a record. A Contractual Letter duly vetted by Unit/Region Law shall be issued to Contractor/ Supplier forthwith bringing out the proceedings in the meeting as per the MOM. In the event Contractor/ Supplier does not report for the meeting or refuses to sign the MOM, this fact should be recorded in the Contractual Letter. 'Contractual letter' shall be issued by department responsible for Subcontracting/ Purchase to the Contractor/ Supplier, indicating the deficiencies observed, the corrective actions required, time frame for the corrective actions and rights of BHEL to terminate the Contract or withdrawal of portion of balance work/ supply at the Risk & Cost of Contractor/ Supplier as per provision of Contract.</p> <p>Note:</p> <p>In case a contractor/supplier is put under 'Banning across BHEL' as per Guidelines for Suspension of Business Dealings, the need for issuing Contractual Letter and Notice (as per clause 3.1) is</p>

	eliminated. In this case, Contract may be terminated by issuing Termination Letter with the approval of Competent Authority, unless approval for continuance of existing contract is taken in line with Clause 5.2.1 of the Guidelines for Suspension of Business Dealings. Further process of retendering at Risk & Cost shall be followed.
1.4.	Performance Monitoring: Post issue of contractual letter/Signed MOM, performance of the Contractor/ Supplier shall be monitored and record shall be maintained by execution group in-line with Contractual Letter to check whether adequate and effective corrective measures have been taken by the Contractor/ Supplier. Department responsible for Subcontracting/ Purchase shall be informed regarding performance of contractor/ supplier during this period by the execution group/indenter.
1.5.	Immediately after issue of Contractual Letter/signed MOM under clause 1.3, after considering all the aspects, on a case to case basis, process of Tendering for balance work and Termination of existing contract or withdrawal of portion of balance work, should be initiated in parallel, in order to save time in case performance of Contractor/ Supplier does not improve to required level and termination of contract or withdrawal of portion of balance work/ supply becomes necessary.
2.	TENDERING FOR BALANCE WORK
2.1	Administrative Approval: <ul style="list-style-type: none"> a) Based on the above records, "NOTE" will be initiated by concerned Execution Group or PMX/ Indenting Group for approval of Competent Authority for <ul style="list-style-type: none"> i). Issue of 14 days Notice (as per clause 3.1) to the Contractor/ Supplier in line with contractual provisions. However, in case of urgency or otherwise this period can be reduced or increased for recorded reasons with the approval of Competent Authority, given in sub-clause (c) below. and ii). Inviting new tender for balance work in parallel to keep alternate Contractor/ Supplier ready on 'Risk & Cost' basis of the existing Contractor/ Supplier. The Note shall be initiated /routed through Execution Group, PMX/ Indenting Group & Subcontracting/ Purchase/ MM Department. b) Apart from normal requirements for such administrative approvals, the note to include following additional aspects: <ul style="list-style-type: none"> i). List of balance work/ supply ii). <u>Value of balance work/ supply</u>: Value of balance work/ supply shall be calculated as per the latest rates which were being paid to the contractor/ supplier at the time of

	<p>termination of contract i.e. inclusive of PVC & ORC, as applicable & payable as per contractual provisions.</p> <p>iii). Tentative estimate for balance work/ supply.</p> <p>c) Competent authority for approval of such note shall be “one level higher than the authority who approved the Contract including amendments thereto, against which risk & cost is being proposed” or “authority competent for administrative & technical approval for new tender” as per applicable Works/Purchase Policy, whichever is higher, limited to Unit Head.</p>
2.2.	<p>New Indent on account of risk & cost:</p> <p>After the above administrative approval, New Indent shall be raised by PMX/ indenting group for balance work and additional quantities. Additional quantities shall comprise quantities which are not part of balance scope of work and quantities due to additional scope, if any. These additional quantities should also be shown separately in the indent to have clarity while calculating differential cost on account of risk & cost.</p>
2.3.	<p>New Tender:</p> <p>Activities of ‘new tender’ may include:</p> <p>a) Preparation of New Tender shall be done by department responsible for Subcontracting/ Purchase, based on the indent raised by PMX/ indenting group.</p> <p>b) The tender document shall contain “status of the work/ supply (i.e. already completed and the balance to be completed) and other specific clauses related to guarantee, statutory compliance etc. Guarantee/Warranty for the work/ supply already completed, shall also be the responsibility of the new contractor/ supplier. (Terms of the new tender shall be made accordingly.) Thus, Guarantee/ Warranty of entire package/ job shall become the responsibility of new contractor/ supplier.</p> <p>However, in case executed work/ supply is independent of balance work/ supply, Guarantee/Warranty for executed work/ supply shall remain with the existing contractor/supplier and for balance work/ supply shall be with new contractor/ supplier.</p> <p>c) The new tender document shall, as far as practicable, contain clauses (especially those which might have bearing on prices/rates) similar to existing contract so that the scopes/terms may be easily compared for better understanding and facilitate substantiation of recoveries, in case required even in any subsequent legal proceedings.</p> <p>d) ‘New Tender’ shall include suitable clause to address that existing contractor/ supplier (*) whose ‘balance work’ is being withdrawn/terminated, shall not be eligible to quote in this tender.</p> <p>* Existing Contractor/Supplier will include:</p>

	<p>i). In case existing contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.</p> <p>ii). In case existing contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.</p> <p>e) Tendering Process including evaluation of new tender, obtaining customer approval (if required), Negotiation (if required) and bringing tender to awarding stage shall be in line with extant Works/Purchase Policy and applicable guidelines thereto.</p> <p>Note:</p> <p>i). Department responsible for Subcontracting/ Purchase should inform to existing contractor/ supplier through a letter regarding floating of 'new-tender'.</p> <p>ii). In case it is expected that existing contractor/ supplier may approach court for obtaining stay against floating New Tender, suitable Caveat may be filed in Court of competent jurisdiction before informing to the contractor/ supplier.</p>
3.	TERMINATION OF CONTRACT OR WITHDRAWAL OF PORTION OF BALANCE WORK/ SUPPLY
3.1.	<p>Notice:</p> <p>Based on the feedback from Execution group regarding performance of contractor/ supplier as per clause 1.4, Notice duly vetted by Unit/Region Law may be issued by department responsible for Subcontracting/ Purchase to non-performing contractor/ supplier in-line with contractual clause. The Notice shall contain specified time {as per administrative approval in line with clause 2.1 a) i)} for taking corrective measures including but not limited to completion of specified work/supply and further state that if work/supply is not completed and/or specified corrective measures are not taken within the said time, BHEL shall terminate the Contract or withdraw portion of balance work/ supply in line with contractual provisions.</p> <p>The Notice shall be served on the contractor/ supplier through email and also by registered post/ speed post. Copy of Notice shall be sent to all concerned like Execution group, PMX/Indenting group, Region HQ/Unit Finance, Unit/ Region Law etc.</p> <p>Note:</p> <p>i). Notice period mentioned in Notice issued to contractor/supplier cannot be extended as time is the essence of the contract for the purpose of risk & cost action. Extension of Notice shall be deemed as withdrawal of notice.</p>

	<p>ii). Timing for issue of Notice should be such that by the time such notice period ends, tender process for balance work/ supply also gets finalized up to awarding stage.</p> <p>iii). In case it is expected that existing contractor/ supplier may approach court for obtaining stay against Notice, a Caveat may be filed in Court of competent jurisdiction before issuance of notice to the contractor/ supplier.</p>
3.2.	<p>Performance Monitoring during Notice Period:</p> <p>Performance of the Contractor/ Supplier shall be closely monitored and recorded by Execution group during above mentioned 'Notice Period' as given in the aforementioned Notice.</p>
3.3.	<p>Approval for Termination of Contract or Withdrawal of portion of balance work/ supply:</p> <p>If the contractor/ supplier does not complete the specified work/supply within the Notice Period, Execution group shall initiate 'NOTE', seeking approval for withdrawal of portion of balance work/ supply or termination of Contract and engaging new contractor/ supplier at 'Risk & Cost' of the existing contractor/ supplier. The "NOTE" shall be routed through Execution group, PMX/ Indenting Group, Subcontracting/ Purchase/ MM department and Finance before putting to Competent Authority for approval.</p> <p>Competent authority for approval of such note shall be as per clause 2.1 (c).</p> <p>The note may, inter-alia include following details:</p> <ul style="list-style-type: none"> i) Tentative value of balance work/ supply in line with clause 5.1 ii) Tentative Risk & Cost amount as per clause 5.1 considering estimated rates for new Contract iii) Other tentative recoveries (e.g. Amount of unadjusted advance, recoveries towards material/T&P or any other recovery, wage & other statutory payments to contractor's workers already made/to be made by BHEL etc.) iv) Dues of contractor/ supplier, if any available with BHEL (e.g. SD, retention amount, other BGs, payments due but not paid etc.) v) Tentative Recovery plan for Risk & Cost amount and other liabilities, after adjusting the dues.
3.4.	<p>Issue of Letter for Termination of Contract or Withdrawal of portion of balance work/ supply:</p> <p>On approval of NOTE as per 3.3 above, letter for 'Withdrawal of portion of balance work/ supply' or 'Termination of Contract' shall be issued to contractor/ supplier by department responsible for Subcontracting/ Purchase through email and also by registered post/speed post, clearly stating that:</p> <ul style="list-style-type: none"> i) Balance work/ supply shall be got done at their risk and cost, which shall be recovered from them out of dues of this contract, any other contract with BHEL and balance amount, if any shall be required to be deposited by them. ii) Contractor/ Supplier is required to jointly measure with BHEL, the quantum of work/ supply executed till date to calculate the balance work/ supply yet to be executed and reconcile

	<p>issued material within 15 days. In case Contractor/ Supplier fails to do so or does not turn up for the measurement, BHEL shall finalise the same and will inform the Contractor/ Supplier.</p> <p>iii) In case of termination of contract, it is the responsibility of the Contractor/ Supplier to submit final bill along with all required supporting documents.</p> <p>iv) Risk& Cost amount including other recoveries shall be finalized and informed after award of contract to new contractor/ supplier.</p> <p>Note: The acknowledgement receipt/ proof of dispatch is to be kept as record.</p>
3.5.	<p>In case of termination of contract, any payment due to the contractor/ supplier against concerned contract shall be withheld pending finalization of the recoveries from the contractor/ supplier. Subsequent to finalization of recoveries from contractor/ supplier action shall be taken for recovery in line with clause 6.</p>
4.	AWARDING OF CONTRACT FOR BALANCE WORK/SUPPLY ON RISK & COST BASIS
4.1.	<p>Awarding of new Contract for balance work/supply shall be done only after Withdrawal of portion of balance work/ supply or Termination of existing Contract as the case may be.</p> <p>Where Risk & Cost option is exercised by withdrawing only a portion of balance work/ supply, necessary amendment to old Contract shall be issued immediately after award of new Contract and recoveries effected from contractor/supplier.</p> <p>After award of new Contract, the Contractor/Supplier should be informed in parallel that a new Contract has been awarded. In case the risk and cost amount recoverable is known, at that time, the same should necessarily be informed to the Contractor/Supplier.</p> <p>In any case, whenever the amounts are crystallized, the said recoverable amounts should be informed to the Contractor/Supplier at the earliest and without inordinate delay.</p>

5.	RISK & COST
5.1.	<p>Risk and Cost against Balance Work:</p> <p>Risk & Cost Amount= $[(A-B) + (A \times H/100)]$</p> <p>Where,</p> <p>A= Value of Balance scope of Work/ Supply (*) as per rates of new contract</p> <p>B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.</p> <p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work/ supply)</p> <p>Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter; then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.</p>
5.2.	LD against delay in executed work/supply in case of Termination of Contract

	<p>LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of “LD against delay in executed work/supply” is given below.</p> <ul style="list-style-type: none"> i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 ii) Let the value of executed work/supply till the time of termination of contract= X iii) Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y iv) Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - \frac{X}{Y}) \times T1$ v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking “X” as Contract Value and “T2” as delay attributable to contractor/ supplier. <p>Note: Incase portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.</p>
6.	PROCESS FOR RECOVERIES
6.1.	<p>The following sequence shall be applicable for recoveries from contractor/ supplier on whom risk & cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:</p> <ul style="list-style-type: none"> a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount to be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. In case it is expected that contractor/ supplier may approach court for obtaining stay against recovery of Risk & Cost, Caveat before Court of competent jurisdiction may be filed. c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery: <ul style="list-style-type: none"> i). Dues payable to contractor/ supplier against other contracts in the same Region/Unit shall be considered for recovery. The respective contractual conditions must contain a clause giving BHEL the right to set off amounts due under the respective contracts from payments outstanding from the other contract. It may be noted that payment against running bills for such other Contracts shall be released only against the specific approval of Unit Head with

	<p>recorded reasons in the interest of project and after recording alternate effective and implementable means of recovery. However, no deferment of recovery shall be permitted against Final Bills/ SD/ BGs due for payment/ release to Contractor/ Supplier.</p> <p>ii). If recovery cannot be made out of dues payable to the contractor/ supplier 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/ supplier. The respective contractual conditions must contain a clause giving BHEL the right to set off amounts due under the respective contracts from payments outstanding from the other contract. It may be noted that payment against Unpaid Bills/ Running Bills shall be released by other Unit/ Region only against the specific approval of Unit Head with recorded reasons in the interest of project/ work and after recording alternate effective and implementable means of recovery. However, no deferment of recovery shall be permitted against Final Bills/ SD/ BGs due for payment/ release to Contractor/ Supplier.</p> <p>iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.</p> <p>Note: While taking decision for effecting or deferment of the recovery, concerned Unit/ Region to take into account the limitation period prescribed in the law of limitation. It shall be ensured in consultation with Unit/ Region Law that the claim does not get time barred.</p>
6.2	Subcontracting/ Purchase Group of Region/Unit shall also share information in details with Subcontracting-Heads/ MM-Heads of all Regions/ Units with regard to invoking Risk & Cost clause for the particular contractor/ supplier.

Risk and Cost Clause of General Conditions of Contract (GCC) shall be suitably revised/reframed in line with this SOP.