

NOTICE INVITING TENDER**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES**

Sealed offers in two part bid system are invited from reputed & experienced bidders through our website www.bhel.in and CPP portal <https://eprocure.gov.in/eprocure/app> also, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	PSER:BARH SITE:SCT: 26-27:02
ii	Broad Scope of job	Supply of Manpower of various category on Contract basis at BHEL Site office, NTPC Campus, Barh, Patna, Bihar, PIN 803215..
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	General conditions of contract (Supply) Not Applicable.
b	Volume-IB	General conditions of contract (Service) Applicable.
c	Volume-IC	Special conditions of contract (Supply) Not Applicable.
d	Volume-IE	Special conditions of contract (Service) Applicable.
e	Volume-ID	Forms and Procedures etc. As Applicable.
f	Volume-III	Price Schedule (Absolute value) – Rev-00 Applicable.
iv	ISSUE OF TENDER DOCUMENTS	This tender floated online through our website www.bhel.in and CPP portal https://eprocure.gov.in/eprocure/app Start date of the tender: 18.07.2026 Applicable.
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 25.07.2026, Time: 13-00 Hrs. IST The bidder should respond by submitting their offer offline at below mentioned address only. Offers are invited in two-parts only. Hard copy bid or bids through email/fax shall not be accepted. Applicable.
vi	OPENING OF TENDER	Date: 25.07.2026 4 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender. Applicable.
vii	EMD AMOUNT	NA Not Applicable
viii	COST OF TENDER	-- Not Applicable.
ix	LAST DATE FOR SEEKING	Date: 25.07.2026 Along with soft version also, addressing to undersigned & Applicable.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398000



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

	CLARIFICATION	to others as per contact address given below	
x	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) and CPP portal only. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder.
xi	Evaluation Currency	Indian Rupees (INR)	
xii	Declaration	Any content of subject tender marked in red and striked out is not applicable for this tender.	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

- 3.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl no	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING: -	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e-procurement portal. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. (To be attached in relevant Attachment section)	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume - I F: Technical Conditions of Contract (TCC) (To be attached in relevant Attachment section)	
ix.	Volume - I D: Special Conditions of Contract (SCC)-Service (To be attached in relevant Attachment section)	
x.	Volume - I B: General Conditions of Contract (GCC)-Service (To be attached in relevant Attachment section)	
xi.	Volume - I E: Forms & Procedures etc. (To be attached in relevant Attachment section)	
xii.	Volume-III - (UNPRICED - without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com [BHELOfficial](https://www.facebook.com/BHELOfficial) [BHEL_India](https://www.linkedin.com/company/bhel) [BHEL_India](https://www.youtube.com/channel/UCBHEL_India) [bhel.india](https://www.instagram.com/bhel.india) [company/bhel](https://www.in.com/company/bhel)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

xiii.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	
-------	--	--

PART-II	PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)	
	CONTAINING THE FOLLOWING: -	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III - PRICE BID (Duly Filled in Schedule of Rates - rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

SPECIAL NOTE:

- Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- The credentials/ documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.

4.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

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

6.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

7.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

- 8.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 9.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else BHEL's interpretation shall prevail.
- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 11.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 12.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 13.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 14.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

I) Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. – डी जे – 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,

एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. – बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

law in force in India.

b.ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/ or under applicable legal provisions.

15.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on **"supplier registration page"**.

16.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.

17.0 Annexure-A -Amendment to GCC/SCC shall be read in conjunction with GCC-Volume-IB & ~~SCC-Volume-ID~~. This Annexure-A (Amendment to GCC/SCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC/SCC only.

26.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.

27.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.

28.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली – 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com [f BHELOfficial](https://www.facebook.com/BHELOfficial) [X BHEL_India](https://www.x.com/BHEL_India) [BHEL_India](https://www.youtube.com/BHEL_India) [bhel.india](https://www.instagram.com/bhel.india) [in company/bhel](https://www.linkedin.com/company/bhel)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Name	Vikash Kumar	Pabitra Kumar Biswas
Dept	SCT Dept, BHEL PSER, Barh Site	SCT Dept, BHEL PSER, Barh Site
Address	BARH SITE OFFICE, Ganga Bihar, NTPC Transit Camp, P.O. Barh, Patna Bihar-803213	BARH SITE OFFICE, Ganga Bihar, NTPC Transit Camp, P.O. Barh, Patna Bihar-803213
Mob:	8651039400	9229115041
Email	v.singh@bhel.in	biswas_pk@bhel.in

- 29.0 Bidders are requested to submit their best price as per latest price schedule of the tender.
- 30.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 31.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.
All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

32.0 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - An entity incorporated established or registered in such a country; or
 - A subsidiary of an entity incorporated established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- The beneficial owner for the purpose of (III) above will be as under:
 - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,

एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-3.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

- 33.0 The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,

एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

requisite skill and amount of compensation in case of default shall be final and binding.

- 34.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

- 35.0 GeMAR and PTS ID: GEM/GARPTS/26042023/CNHSAEO0FB4J.

- 36.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Format attached (Annexure-6-Declaration reg. Related Firms & their areas of Activities).

- 37.0 Conflict of interest among Bidders/Agents:

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

- (a) they have controlling partner(s) in common; **or**
- (b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- (c) they have the same legal representative/agent for purposes of this bid; **or**
- (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- (e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

sub-assembly/ Assemblies front one bidding manufacturer in more than one bid; or

- (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:
- The principal manufacturer directly or through one Indian agent on his behalf; and
 - Indian/foreign agent on behalf of only one principal;
- or**
- (g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- (h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

38.0 Order of Precedence

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

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid — Volume-III
- Special Conditions of Contract (SCC) — Volume-IE
- General Conditions of Contract (GCC) — Volume-IB
- Forms and Procedures — Volume-ID

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD.

Manager (SCT)

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली – 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Agency	Contact details	
BHEL, PSER, Barh Site, Patna, Bihar	Address	BARH SITE OFFICE, Ganga Bihar, NTPC Transit Camp, P.O. Barh, Patna Bihar-803213
	Phone no	8651039400
	E-mail	v.singh@bhel.in

Enclosure

01. Annexure-1: Format for No Deviation Certificate.
02. Annexure-2: Format for seeking clarification.
03. Annexure-3: Check List.
04. Annexure -A- Amendment to GCC
05. Annexure-B – Specific Clause w.r.t. BOCW Act & Cess Act.
06. Annexure-C- Statewise GST Registration nos.
07. Annexure-D- Company Profile
08. Other Tender documents as per this NIT.

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली – 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

ANNEXURE - 1

FORMAT FOR NO DEVIATION CERTIFICATE

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

To,

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City, Kolkata 700091

Sub	No Deviation Certificate.
Job	Supply of Manpower of various category on Contract basis at BHEL Site office, NTPC Campus, Barh, Patna, Bihar, PIN 803215.
Ref	1.0 Tender no. PSER:BARH SITE:SCT: 26-27:02
	2.0 BHEL's NIT, vide reference no. BHEL:PSER:BARH:ADMIN:01 Date: 18.07.2026
	3.0 All other pertinent issues till date.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

ANNEXURE -2

FORMAT FOR SEEKING CLARIFICATION

JOB	Supply of Manpower of various category on Contract basis at BHEL Site office, NTPC Campus, Barh, Patna, Bihar, PIN 803215..
TENDER NO	PSER:BARH SITE:SCT: 26-27:02

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

ANNEXURE - 3

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer	
2	Details about type of the Firm/Company	
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:
4	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE
		APPLICABILITY(BY BHEL) ENCLOSED BY BIDDER
5	Copy of GSTIN certificate	Applicable YES/NO
6	Copy of PAN Card	Applicable YES/NO
7	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable YES/NO
8	Declaration by Authorised Signatory	Applicable YES/NO
9	No Deviation Certificate	Applicable YES/NO
10	Declaration confirming knowledge about Site Conditions	Applicable YES/NO
11	Declaration for relation in BHEL	Applicable YES/NO
12	Non-Disclosure Certificate	Applicable YES/NO
13	Bank Account Details for E-Payment	Applicable YES/NO
14	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable YES/NO
15	Declaration regarding insolvency/ liquidation/ bankruptcy proceedings	Applicable YES/NO
16	Company Profile (Refer Annexure-D)	Applicable YES/NO

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com [BHELOfficial](https://www.facebook.com/BHELOfficial) [BHEL_India](https://www.linkedin.com/company/bhel) [BHEL_India](https://www.youtube.com/channel/UCBHELIndia) [bhel.india](https://www.instagram.com/bhel.india) [company/bhel](https://www.in.com/company/bhel)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Annexure -A

Amendment to GCC

1. Clause no. 1.10.1, 1.10.2 & 1.10.3 of GCC shall be read as below:

Cl. No. 1.10.1

- i. Upon acceptance of Tender, the successful Tenderer should deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. Bidder agrees to submit this Security Deposit required for execution of the contract as per manner specified in the contract within the time period mentioned in clause 1.10.2.

Cl. No. 1.10.2

- i. At least 50% of security Deposit should be furnished against a contract before start of the work by the contractor.

Case 1: In case Security Deposit is submitted after start of work as per manner specified in the contract, interest [@ (SBI Base rate + 6%) at monthly rest plus GST] for the delayed period on the initial 50% amount of SD due for submission (after adjusting cash portion of EMD retained as part of SD, if any), shall also be submitted by the bidder. In case of non-submission of interest portion by bidder the same shall be recovered from their RA bills.

Case 2: If requested by the contractor, cash recovery of at least initial 50% amount of SD due for submission (after adjusting cash portion of EMD retained as part of SD, if any) shall be made from bills submitted by contractor. For such delay in submission of the required Security Deposit, interest [@ (SBI Base rate + 6%) at monthly rest plus GST] shall be levied for the delayed period of submission on such amount and be deducted from bills to achieve at least 50% of security Deposit amount which was required to be furnished before start of the work.

- ii. Balance Security deposit, as applicable shall be recovered at the rate of 10% of the gross amount progressively from first Running Bill of the contractor till the total amount of the required security deposit is collected.
- iii. Cash portion of EMD (if any) of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- iv. In case of small value contracts not exceeding Rs. 20 lakhs, work can be started before the required Security Deposit is collected.
- v. Payment in any case can be released only after collection/ recovery of initial 50% Security Deposit.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. – डी जे – 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. – बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Cl. No. 1.10.3

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

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

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



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,

एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,

पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Annexure-B

Specific Clause w.r.t. BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics:
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,

एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,

पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Annexure-C

Statewise GST Registration nos.

Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com [f BHELOfficial](https://www.facebook.com/BHELOfficial) [X BHEL_India](https://www.linkedin.com/company/BHEL_India) [BHEL_India](https://www.youtube.com/channel/UCBHEL_India) [bhel.india](https://www.instagram.com/bhel.india) [in company/bhel](https://www.in.com/company/bhel)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)
CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,
एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,
पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Annexure-D

Please arrange to submit this filled-up format along with Tender

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTIN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration Certificate / Ancillary unit/project affected person of this company/ssi/ other}	
Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

पावर सेक्टर पूर्वी क्षेत्र / Power Sector Eastern Region

भेल भवन, प्लॉट सं. - डी जे - 9/1, साल्ट लेक सेक्टर- II, कोलकाता - 700091, फोन 03323398000

5 X 660 मेगा वाट भेल साईट ऑफिस/5 X 660 MW BHEL SITE OFFICE,

एन. टी. पी. सी बाढ़/NTPC BARH, स्टेज/STAGE-I & II, पी. ओ./P. O. - बाढ़/BARH,

पटना/PATNA, (बिहार/BIHAR), पिन/PIN - 803215

Correspondence Email*	
(Correspondence Email ID can be same	
as your Login ID. All the mail correspondence	
will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन: 011-66337598 | ईमेल : contactus@bhel.in

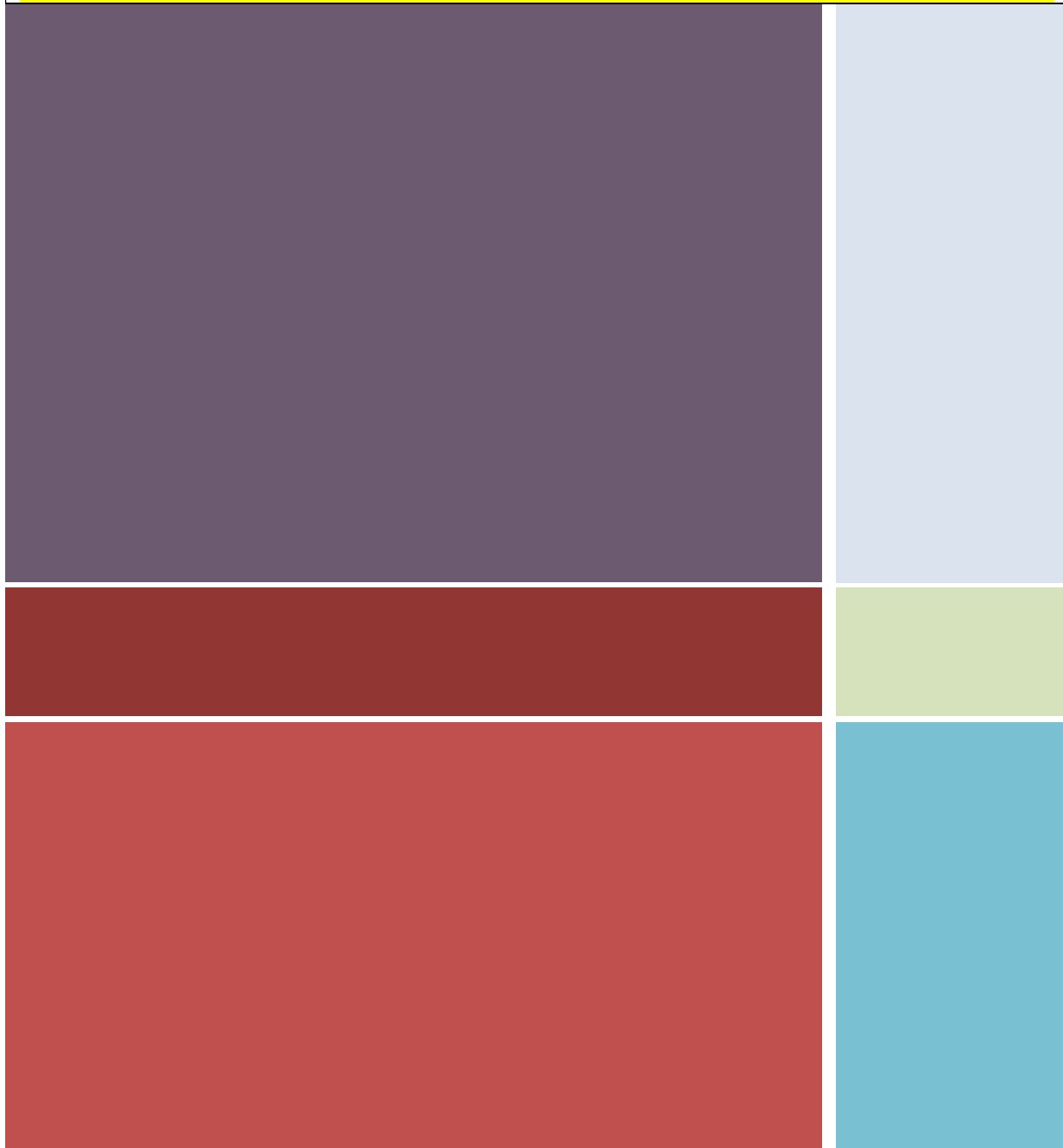
Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

 www.bhel.com  [BHELOfficial](https://www.facebook.com/BHELOfficial)  [BHEL_India](https://twitter.com/BHEL_India)  [BHEL_India](https://www.youtube.com/BHEL_India)  [bhel.india](https://www.instagram.com/bhel.india)  [company/bhel](https://www.linkedin.com/company/bhel)

VOLUME-IB

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT FOR FACILITY
MANAGEMENT, MANPOWER SUPPLY & SECURITY SERVICES



SET – B

**GENERAL CONDITIONS OF THE CONTRACT FOR FACILITY
 MANAGEMENT, MANPOWER SUPPLY AND SECURITY SERVICES**

CLAUSE NO.	DESCRIPTION	CLAUSE
1.	CONTRACT PERIOD	The contract will commence on the date as mentioned in the contract/agreement and will remain in force for a period of 18 months. However, this Agreement shall be liable for termination by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
2.	CONTRACT DOCUMENTS	“Contract Documents” shall include the Contract Agreement, Scope of Work, Special Conditions of the Contract (SCC), General Conditions of the Contract (GCC), Scope of Work, Commercial Conditions of the Contract, amendments, schedules and any other document specified in the contract agreement. This agreement is the outcome of joint efforts of the parties.
3.	INTERPRETATION OF THE CONTRACT	3.1 Subject to the order of precedence as set out in Sub-Clause b) below, all documents forming part of the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read and construed as a whole document. 3.2 In case of any conflict or contradiction between two or more documents with respect to the terms defined in the said documents, the order of precedence shall be as set out below- i) Contract Agreement; ii) Commercial Terms of the Contract; iii) Special Conditions of the Contract; and iv) General Conditions of the Contract <i>Note: Any annexure to any of the above shall be read along with the covering document.</i>

		3.3 In case of any ambiguity or discrepancy, the Company Representative nominated by BHEL shall issue the necessary clarifications or instructions to the Contractor. 3.4 Notwithstanding the sub-division of the Contract into sections, every part of each section shall be deemed to be supplementary to and complementary of each other. 3.5 All headings, sub-headings and marginal notes to the items of the Contract or to the Specifications or to any other document forming part of the Contract are solely for the purpose of giving a concise indication of the general subject matter thereof, and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
4.	SECURITY DEPOSIT	Not Applicable 4.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit shall be as per the SCC. The contractor shall submit the security deposit in any of the following forms: i. Cash (as permissible under the extant Income Tax Act) ii. Local cheque 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. iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly

~~endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).~~

~~4.2 **COLLECTION OF SECURITY:** The entire security amount is to be deposited in advance. However, security may be collected in installments in exceptional cases. In such cases at least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.~~

~~i. The security deposit shall not carry any interest.~~

~~ii. EMD of successful tenderer shall be adjusted as part of Security Deposit.~~

~~iii. The validity of Security Deposit shall be up to the validity of contract plus three months.~~

~~iv. BHEL reserves the right of forfeiture of Security Deposit towards its claims and penalties under the contract in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.~~

~~4.3 **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded / Bank Guarantee(s) will be released to the Contractor upon fulfilment~~

		of all the Contractual / Statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract. 4.4 BANK GUARANTEES: Wherever Bank Guarantee is to be furnished / submitted by the Contractor, the following shall be complied with i. Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. ii. The Bank Guarantee shall be as per prescribed formats. iii. It is the responsibility of the contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee. iv. In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned contractor. v. Contractors to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
5.	Compliance with BHEL's Fraud prevention policy.	The Contractor along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants associated with the scope of work 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.
6.	Maintaining Quality of the Job and rectification of any deficiency	The Contractor will be responsible for the quality of the job as per the specifications and will immediately rectify the deficiency pointed out in the job performed.

7.	SUBCONTRACTING	The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
8.	TERMINATION OF CONTRACT	BHEL reserves the right to terminate the whole or part of the contract without assigning any reason by giving prior written notice of 30 days. The notice of termination shall specify, the portion/scope of the contract which stands terminated and the date on which such termination becomes effective. No compensation for termination shall be payable to the contractor. However, the Contractor shall be entitled to receive contract price for the services rendered upto the date of termination after effecting recoveries due from the contractor. The Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
9.	Liquidated Damages and Penalties	The Contractor shall be liable to BHEL for liquidated damages and penalties in accordance with the Special Conditions/commercial conditions of the contract.
10.	RECOVERY FROM CONTRACTOR	Whenever under the contract, any sum of money is recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or from his security deposit, or the contractor shall pay the claim on demand.
11.	POST PAYMENT AUDIT OF WORK & BILLS	BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof. However, no such recovery shall be enforced after three years of payment of the final bill.
12.	CONFIDENTIAL INFORMATION	The Contractor agrees & acknowledges that in the course of their discussions and interactions, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial. 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 authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

		The above condition shall however not apply to that information, which – i. now or hereafter enters the public domain through no fault of that party; ii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; and iii. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. The provisions of this Clause shall survive termination for a period of 3 Years, for whatever reason, of the Contract.
13.	SETTLEMENT OF DISPUTES	13.1 The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL. 13.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. 13.3 In case the parties are unable to reach any amicable settlement (whether by Conciliation to be conducted as provided hereinabove or otherwise), then, either Party may, commence arbitration in accordance with the arbitration rules of the arbitral institution mentioned in the SCC for adjudication by Sole Arbitrator to be appointed by the said arbitral institution.

		13.4 A party willing to commence arbitration proceeding shall invoke the Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to the arbitral institution. 13.5 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the said arbitral institution and it shall be adjudicated in accordance with the respective arbitration rules of the said arbitral institution. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a retired Judge or Advocate having considerable experience in dealing with such commercial disputes. 13.6 The cost and expenses pertaining to the Arbitration shall be governed by the Rules of the said Arbitral Institution. 13.7 The seat and venue of the arbitration shall be the place from which the Contract is issued by BHEL. 13.8 The cost of arbitration shall be shared by the parties during the arbitration proceedings in equal proportion and shall be finally borne as per the award of the Arbitrator. 13.9 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or Arbitration proceedings. 13.10 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and in a professional manner except where the Contract has been terminated by either Party. 13.11 It is agreed between the parties that Arbitration as a dispute redressal mechanism shall be applicable only in case where the
--	--	--

		amount involved in the disputes is less than Rs.10 crores. Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.
14.	APPLICABLE LAWS AND JURISDICTION OF COURTS	Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The court of competent civil jurisdiction at the place of the concerned BHEL Unit awarding the contract and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
15.	DEFAULT/BREACH OF CONTRACT AND CONTRACTOR's OBLIGATION	If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention

		amount, etc. with BHEL) under the contract or other legal remedies.
16.	<u>FORCE MAJEURE</u>	16.1 “Force Majeure” shall mean any event beyond the reasonable control of the BHEL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following: i. war, hostilities, or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war; ii. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts; iii. epidemics, quarantine, and plague; iv. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm or other natural or physical disaster. 16.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event. i. If the contractor issues a notice under this clause, BHEL shall examine the existence of such force majeure and may excuse the contractor from performance of the contract during the existence of such force majeure. ii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract. iii. No delay or non-performance by either party hereto caused by the force majeure shall (a) constitute a default or breach of the Contract; or

		(b) give rise to any claim for damages or additional cost or expense occasioned thereby. iv. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 days or an aggregate period of more than 120 days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.
17.	TERMS OF PAYMENT	17.1 The Contract Price shall be paid by BHEL to the Supplier as per the terms specified in Special Conditions of the Contract. 17.2 Discrepant Amounts In the event BHEL finds any discrepancy, within fifteen (15) days from receipt, in any invoice raised by the Contractor, BHEL shall give a notice regarding discrepant amount to the Contractor and withhold such part of the invoice value which is discrepant till such time the discrepancy is resolved between the Parties. If the Contractor intends to dispute the discrepant amount, the Contractor shall provide documentary evidence to BHEL within fifteen (15) days of receipt of notice regarding such discrepant amount. If Contractor's documentary evidence is accepted by BHEL, it shall pay the amount as mentioned in the invoice raised by the Contractor. In the event that the Parties are unable to resolve any issue in relation to such discrepant amount(s) within thirty (30) days of issue of the notice by BHEL in relation to the discrepant amount, such dispute shall be resolved in accordance with Clause 13. 17.3 Notwithstanding anything to the contrary in the Contract, the payment of any invoice by BHEL shall not prejudice, at any point of time, any rights of BHEL under the Contract, including the right of BHEL to notify any discrepancy in accordance with Clause herein above in respect of any

		amounts therein, as may be identified by way of any audit or inspection, that may have been conducted subsequent to the payment of such invoice. In the event any such discrepancy is identified in relation to any invoice that has already been paid by BHEL, BHEL shall have the right to adjust any amount that may be due and payable by the Supplier. 17.4 The Contractor agrees that no interest shall be payable by BHEL on any amount due under this contract.
18.	NO CLAIM CERTIFICATE	The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor has signed a “no claim certificate (WAM 10)” in favour of BHEL or in such forms as shall be required by BHEL after the works are finally accepted.
19.	LIASONING WITH LOCAL AND STATE AUTHORITIES	Contractor will co-ordinate with state and local authorities for the work being done, as and when needed.
20.	REPORTING	Contractor will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Contractor.
21.	COMMISSION FOR EMPLOYMENT	21.1 The Contractor hereby undertakes that it shall not charge any fees in whatever name, or take any monetary / non-monetary considerations / deductions from its workforces/ individual/ persons/ resources engaged by it, to be deployed at BHEL site. The Contractor further agrees that it will not indulge in any unethical practices and acknowledges that any noncompliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case BHEL shall have the right to take appropriate independent actions including termination of the Contract and actions as deemed fit.

		21.2 After award of contract, if the Contractor is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Contractor will be blacklisted. Any amount received from its manpower as registration or any fees by the Contractor will be recovered from the pending bills and will be paid directly to the concerned manpower.
22.	CONTRACTOR'S REPRESENTATIVE	The Contractor shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with BHEL so that optimal services of the persons deployed could be availed without any disruption.
23.	STATUTORY OBLIGATIONS/ COMPLIANCES/ REQUIREMENTS	23.1 Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his workforces. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might become applicable to the place of work with regard to the performance of the work under the contract. Contractor shall indemnify BHEL against all claims and losses arising out of any non-compliance and violation of any applicable Law in connection with the subject matter of the contract. Contractor, wherever applicable, shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL. 23.2 The Contractor shall alone be responsible for Compliance of all labour legislation's (as may be amended from time to time) in respect of persons employed by or through him and deputed for the services being provided to BHEL. 23.3 Minimum rates of wages shall be as per the notifications of concerned State

		Government/Appropriate Government from time to time. 23.4 The Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislations in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities and produce the same on demand. The Contractor shall keep itself updated of the various labour laws as applicable to it and which may become applicable to it from time to time and shall take effective and speedy steps to comply with the same. In the event of breach of any law as applicable to its personnel or otherwise, by the contractor, the Contractor alone shall be responsible and liable for legal action that may arise as a result of such breach or violation and consequences thereof, if any. 23.5 The Contractor shall ensure to pay the entire wages payable by it under Minimum Wages Act as applicable from time to time to the workforce deployed / to be deployed and further ensure to deposit the PF and ESI contribution on such gross wages with the appropriate authorities within due dates and shall submit the copy of challan for the PF & ESI contribution deposited by it along with its details to BHEL as and when called upon to do so. It is agreed that BHEL shall be entitled to withhold contractor's payment, should the contractor fail to submit records of statutory compliances as and when called for, until such record is produced before BHEL. If it is discovered that the Contractor has failed in its statutory compliances, BHEL shall terminate the Contract. 23.6 The Contractor will regulate recruitment, terms & conditions of employment, welfare amenities, disciplinary action, grievance
--	--	--

		handling, transfer, promotion, wages, allowances, leaves/holidays & benefits, provision for lunch, etc. of personnel deployed with BHEL. 23.7 The Contractor shall ensure that the personnel deployed in the premises of BHEL follow the safety norms, rules, regulations and instructions strictly including prohibiting smoking inside the Premises. 23.8 The Contractor shall prepare and disburse wages/salaries of its personnel latest by 7th of every month or as prescribed by law from time to time and shall not delay the same for any reasons whatsoever. The Contractor shall provide BHEL with a copy of salary/wage payment register duly certified by it as and when required by BHEL. BHEL shall be entitled to depute it representative to oversee the disbursement of wages/salaries. 23.9 The Contractor shall be liable to pay retrenchment compensation, notice pay, gratuity or bonus as payable to its personnel as and when required and BHEL shall not be liable for any such obligation of the Contractor.
24.	DEATH CUM ACCIDENTAL INSURANCE POLICY	The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs. 5.00 Lakhs per individual. The sum assured (Rs. 5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering

		accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract. The Contractor have to assess the premium of insurance cover for the entire contract period. Contractors should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.
25.	CONTRACTOR'S OBLIGATIONS	25.1 The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, overtime, Uniform etc.; for the personnel deployed by the contractor and other obligation arising under the applicable law at present and hereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, including costs incurred thereon. In such an event, the nominated officer of BHEL shall be entitled to recover the amount so incurred, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the amount due, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor. 25.2 Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. 25.3 The Contractor shall perform the work assignments to the satisfaction of BHEL. In case of unsatisfactory performance by the Contractor, BHEL shall intimate the same in writing to the

		Contractor; however, if the performance of the contractor does not improve within 7 days from the date of the above intimation, then, BHEL shall have the right to terminate the contract by giving one month's notice. BHEL shall also have the right to recover its damages (10%) from the Security Deposit received from the Contractor or any other financial holds including future invoices in the present or any other contract between the parties. 25.4 The Contractor shall exhibit its licence (Labour Licence if applicable etc.) or copy thereof in a conspicuous place at its place of work in BHEL premises. Every contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central). 25.5 Contractor shall ensure necessary assistance by its workforce to the police or to BHEL's authority in the process of any investigation pertaining to the activities of the Contractor. 25.6 It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him. In the event, any personnel approach the Competent Authority under any law or to the Court, the entire expenses in this behalf shall be borne by the Contractor. 25.7 The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance. 25.8 Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of
--	--	--

		entry into the campus and while leaving at the security gate. 25.9 The contractor shall ensure that while on duty, his workforce puts proper uniforms in distinctive color code and in neat & clean conditions issued to them by the Contractor. 25.10 For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL. 25.11 The contractor shall not deploy any workforce below the age of 18 years. 25.12 The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places. 25.13 The contractor's workforce shall not indulge in entertaining their guests/outside in the work premise during their working hours. 25.14 While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail. 25.15 All the consumable materials will be of standard quality as mentioned in the scope of services and
--	--	--

		that will be verified by the Company Representative before the use. 25.16 The Workforce deployed by the Contractor shall have no right or claim or complaint of any nature whatsoever against BHEL including permanent absorption in BHEL. Any complaint as regards the working condition or dispute of any nature can only be taken up through the Contractor.
26.	CARE & TREATMENT:	Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Provisions of First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / illness due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.
27.	REGISTERS AND RECORDS AND COLLECTION OF STATISTICS	All registers and other records required to be maintained under various Labour Laws / Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to Contractor's workforce at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below.

27.1 Occupational Safety, Health and Working conditions (OSHC) CODE,2020 and Code on Wages,2019

- Employee Register/ Employment Card in FORM- A.
- Wage Register in FORM- B.
- Register of Loan / Recoveries in FORM- C
- Attendance Register in FORM- D.
- Copies of Wage Slips in FORM- E.

27.2 Code on Social Security 2020.

- EPF: Monthly Electronic Challan-cum-Return(ECR)
- ESI: Monthly online contribution details through the ESIC portal.
- Additional returns, if any, may be prescribed by the appropriate Central or State Government Rules for Specific Establishments.

27.3 The Compliance under the New Labour Codes
Under the Code on Wages,2019 read with the Code on Wages (Central) Rules, 2020, every employer shall maintain the following register and records:

Sl. No.	Compliance	Prescribed Form
1.	Employee Register	Form A
2.	Wage Register	Form B
3.	Register of Deductions, Fines, Advances and Recoveries	Form C
4.	Attendance Register	Form D
5.	Wage Slip	Form E

28.	RETURNS UNDER LABOUR LAWS	The Government of India has introduced the Shram Suvidha Portal to facilitate registration, inspection, compliance reporting and submission of returns under the Labour Codes. Every contractor/employer, wherever applicable, shall register the establishment on the Shram Suvidha Portal and obtain a Labour Identification Number (LIN). The contractor shall comply with the applicable provisions of the Labour Codes and submit the prescribed electronic returns through the portal or any other portal notified by the appropriate Government. The following Labour Codes are applicable: 1. Code on Wages, 2019 2. Code on Social Security, 2020 3. Occupational Safety, Health and Working Conditions Code, 2020 4. Industrial Relations Code, 2020 The contractor shall ensure compliance with the following: • Registration of the establishment, wherever applicable. • Filing of Unified/Annual Returns as prescribed under the Labour Codes by the appropriate Government. • Monthly EPF Electronic Challan-cum-Return (ECR) through the EPFO portal. • Monthly ESIC contribution filing through the ESIC portal, wherever applicable. • Maintenance and production of statutory registers, records and notices prescribed under the Labour Codes. • Submission of copies of statutory returns, challans and other compliance documents to BHEL, as required under the contract. ❖ Note: The earlier Single Online Common Annual Return, EPF Forms 3A & 6A, and ESI Form 6 are no longer applicable under the new Labour Code framework. Compliance is now primarily through electronic filing on the EPFO/ESIC portals and the Unified Return prescribed under the Labour Codes and the applicable Central/State Rules.
-----	----------------------------------	--

29.	COMPLIANCE WITH BHEL RULES	The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
30.	INDEMNITY	The Contractor shall indemnify and compensate BHEL against any liability that BHEL is subjected to on account of any statutory or contractual violation including any liability arising under the Occupational Safety, Health and Working conditions (OSHWC) CODE,2020 towards the workforce engaged by the contractor. BHEL shall be entitled to recover its losses arising out of such liability from the security deposit or other financial holdings in the contract The Contractor shall also indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract.
31.	COMPANY REPRESENTATIVE	BHEL will nominate for each work premise covered under this Agreement, a Representative (hereinafter called "the Company Representative"). The Company Representative shall be the point of contact between the Contractor and the Company.
32.	WITHDRAWAL OF WORKFORCE	In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately.
33.	INSTRUCTION BOOK	The Contractor shall maintain an instruction book at job premises, serially numbered on each page, so that BHEL's visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Company Representative or any other authorized representative of BHEL and their comment be recorded in the instruction book.
34.	IDENTITY	The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his

		name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
35.	ATTENDANCE RECORD	Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL as and when called for. Contractor shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Contractor is required to install Biometric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises. However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.
36.	CHARACTER VERIFICATION AND ANTECEDENCE	The contractor should get the character / antecedents of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement. Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed subject to verification as explained above.

37.	CHARGES FOR EXTRA SERVICES	The Contractor shall be entitled to claim additional charges for extra services beyond the initial scope of work at the rates agreed under the Special Conditions of the Contract. In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions from Company Representative of BHEL. The Contractor shall ensure that the personnel deployed by it receive their overtime charges as prescribed under the law applicable at the place of deployment, if they are made to work for extra hours or on holidays by the Contractor.
38.	WORKING DAYS / HOLIDAYS / LEAVE	38.1 All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days or as laid down in the prevailing laws. No deduction shall be made by the Contractor from the wages of any workforce on account of Weekly-Off, National Holidays or Public Holidays. Workforce deployed by the Contractor shall be required to work normally on all six days (Monday to Saturday) for 8 ½ Hrs. with a break of half-an-hour after every 04 Hrs. or as provided under the applicable law from time to time. The Contractor's shall ensure that its workforce is granted leaves as per the applicable Shops and Establishment Act or Factories Act as amended from time to time. 38.2 Payment against encashment of paid leave shall be made on monthly basis (along with monthly bill) to the Contractor when the Contractor submits proof of such payment. 38.3 If there are any changes in statutory laws / periodicity of payment of leave entitlement or if any other leave / holidays are enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly. The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.
39.	WORKING TIME & NATURE OF SERVICES	The contractor shall perform all the job / services as details mentioned in the scope of work.

40.	SAFETY, HEALTH AND ENVIRONMENT (SHE) MANAGEMENT	40.1 All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce. 40.2 The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees. 40.3 <u>Safety and Personal Protective Equipment:</u> Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in damages in law and any applicable penalties in line with Special Conditions of the Contract. 40.4 <u>Safety Training:</u> The contractor must ensure that its workforces have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL. 40.5 <u>Safety and Health Plan:</u> The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project specific requirements that BHEL has specified. 40.6 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the
-----	--	--

		“National Policy on Safety, Health and Environment at Workplace”.
41.	BHEL’S RIGHT TO WITHDRAW / RELAX	BHEL reserves the right to withdraw / relax any of the terms and condition mentioned in the contract, so as to overcome the problem encountered at a later stage. No such withdrawal or relaxation in any term shall be deemed to affect the other terms and conditions of the contract unless done so expressly and in writing.
42.	NO EMPLOYER EMPLOYEE RELATIONSHIP	The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer – employee relationship between BHEL and the said workforce of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the workforces of the Contractor.
43.	FACILITIES AND UTILITIES TO BE PROVIDED BY THE BHEL TO CONTRACTOR AT SITE	43.1 <u>WATER & ELECTRICITY</u>: Water & electricity shall be supplied to the contractor by BHEL free of cost subject to that the contractor will utilize the Water/Electricity for the services to be provided to BHEL. BHEL does not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at their own cost in the event of any break down in the government water/ electricity mains so that the services to be provided against this contract is not held up for the want of the same. 43.2 <u>STORES</u> : The contractor shall be provided free of cost a space for storing the materials related to the scope of work which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. The safety & security of the contractor’s materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor’s materials. The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.

44.	CONTRACTOR'S WORKFORCE	44.1 The Contractor shall provide workforce in sufficient numbers to meet the requirement of the scope of work and to the satisfaction of the BHEL's Company Representative. Estimated quantities envisaged for all services shall be as provided in the Special Conditions. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided shall be deducted to the tune of shortages. 44.2 The workforce shall be classified as follows- i) <u>TYPE-A- Unskilled (USW):</u> For providing Services at Job-Premise, the Contractor has to deploy unskilled workforce who must be minimum 5th Pass and know operations that involve the performance of simple duties, which require the experience of little of no independent judgment or previous experience although familiarity with the occupational environment is necessary. ii) <u>TYPE-B- Semi-skilled (SSW) / Non-Matriculate:</u> For providing services at Job-Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope. iii) <u>TYPE-C- Skilled (SW)/Work Supervisor (SW) / Matriculate:</u> For providing Services at Job Premise, the Contract has to deploy skilled workforce who must be Matriculate (10th Pass), his/her shall be capable of
-----	-------------------------------	---

working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility.

- iv) **TYPE-D- Highly-skilled (HSW) / +12 or Graduate**: For providing services at Job-Premise, the Contractor has to deploy Highly skilled workforce who must be minimum Intermediate (+12) & or Graduate. The highly skilled workforce is required to be well conversant & equipped with Computer & data entry related work. His/her Work will be limited to the performance of routine operations of limited scope.

They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor. Specific work, wherever required, work supervisor, receptionist etc. should have basic knowledge of operating computer. The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for TYPE-A, TYPE-B, TYPE-C & TYPE-D (mentioned above) on the basis of their skills/experience etc.

44.3 Efficiency, promptness, quality service, good behavior and politeness of the workforce are shall be ensured at all times. The Contractor is required to supervise the operations at all working hours and his manager or supervisor shall personally supervise operations in the kitchen and dining area at the BHEL premises.

44.4 The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases. The contractor shall get his employee medically examined on regular intervals and such reports shall be produced as and when called upon by BHEL.

44.5 The persons deployed by the Contractor shall not be entitled to pay, perks and other facilities

		admissible to regular/ confirmed employees during the currency or after expiry of the Agreement. 44.6 No medical facilities or reimbursement or any sort of medical claims thereof in respect of workforces provided by the Contractor will be entertained by BHEL. 44.7 The Contractor shall furnish the following documents in respect of the manpower deployed by them to BHELs premise/ designated premise in the given time limit: • List of persons deployed (monthly) • Biodata/ resume with antecedents' details (at the time of deployment) • Copy of Aadhaar Card of the candidates (at the time of deployment) • Identity Cards issued by Contractor bearing photograph (within 8 days of joining) • Identity proof and residential proof (at the time of deployment) • Copy of police verification certificate (at the time of deployment) • Copy of birth certificate, if required (at the time of deployment - for domicile purpose) 44.8 For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Contractor shall not have any claim whatsoever like employer and employee relationship with BHEL. No deployed manpower shall be allowed to stay in the BHEL's premise/ designated premise unnecessarily after working hours without BHEL's permission.
--	--	--

45.	SUPERVISION OF CONTRACTOR'S WORKFORCE	SUPERVISORY SERVICES: Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under: 45.1 Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
		45.2 Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document. 45.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises. 45.4 To report / intimate any constraint in writing, if so felt, during the execution of designated works by his team of workforce.
46.	ASSIGNMENT	The Contractor shall not, without the express prior written consent of BHEL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

47.	TERMINATION	47.1 <u>Termination for BHEL's Convenience</u> (i) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause. (ii) Upon receipt of the notice of termination under Subclause 1), the Contractor shall, either immediately or upon the date specified in the notice of termination, (a) cease all further work, except for such work as BHEL may specify in the notice of termination; and (b) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition. (c) In the event of termination of the Contract under Subclause 1), the BHEL shall pay to the Contractor the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination; 47.2 <u>Termination for Contractor's Default</u>
-----	--------------------	---

(i) BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor:

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt; and
- b) has abandoned or repudiated the Contract or has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance after receiving a written instruction from the BHEL to proceed;
- c) persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract;

then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.

- a) Upon receipt of the notice of termination under Subclause (i), the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work,

		except for such work as BHEL may specify in the notice of termination. (ii) the Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract. 47.3 <u>Termination by Contractor</u> (i) If BHEL has failed to pay the Contractor any sum due under the Contract within the specified period, if any, without just cause, the Contractor shall give a notice to BHEL of the same. If BHEL fails to pay such sums or give its reasons for withholding such sums within 14 days after receipt of the Contractor's notice, the Contractor may by a further notice to BHEL shall be entitled terminate the Contract. (iii) In calculating any monies due from the BHEL to the Contractor, account shall be taken of any sum previously paid to the Contractor under the Contract, including any advance payment paid. The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed upto the date of termination
48.	SUSPENSION OF BUSINESS DEALINGS	BHEL reserves the right to take action against Contractors who either fail to perform or indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.



DOC. NO.: PS: CPC:MM:SCT:F&P, AMD- 02 DTD. 22ND OCT' 2024

VOLUME-ID **FORMS AND PROCEDURES**

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR – EASTERN REGION
BARH SITE, PATNA , BIHAR**

FORMS & PROCEDURES

INDEX

SN	DESCRIPTION	FORM NO	REMARKS
1.0	Forms		
1.1	Offer forwarding Letter/ Submission of Tender	F-01 (Rev 00)	
1.2	Declaration by Authorized Signatory	F-02 (Rev 00)	
1.3	Power of Attorney for Submission of Tender/ Signing Contract Agreement	F-03 (Rev 00)	
1.4	Declaration by Authorized Signatory Regarding Authenticity of Submitted Documents	F-04 (Rev 00)	
1.5	No Deviation Certificate	F-05 (Rev 00)	
1.6	Declaration confirming knowledge about Site Conditions	F-06 (Rev 00)	
1.7	Declaration for relation in BHEL	F-07 (Rev 00)	
1.8	Non-Disclosure Certificate	F-08 (Rev 00)	
1.9	Bank Account Details for E-Payment	F-09 (Rev 00)	
1.10	Form for seeking clarifications	F-10 (Rev 00)	
1.11	Contract Agreement	F-13 (Rev 00)	
1.12	Monthly Plan & Review with Contractors	F-14 (Rev 01)	
1.13	Monthly Performance Evaluation of Contractor	F-15 (Rev ~ 03)	
1.14	Bank Guarantee for Performance Security	F-18 (Rev 00)	
1.15	Proforma of Insurance Surety Bond towards Security Deposit	F-19 (Rev 00)	

FORMS & PROCEDURES

SN	DESCRIPTION	FORM NO	REMARKS
1.16	Bank Guarantee for Retention Amount	F-20 (Rev 00)	
1.17	Proforma of Insurance Surety Bond towards Retention Amount	F-21 (Rev 00)	
1.18	Indemnity Bond	F-24 (Rev 00)	
1.19	RA Bill Format	F-26 (Rev 00)	WAM-6
1.20	Final Bill Submission format with No Claim Certificate and No Demand Certificate	F-27 (Rev 00)	WAM-7
1.21	Refund of Security Deposit	F-23 (Rev 00)	
1.22	Refund of Retention Amount	F-24 (Rev 00)	
1.23	Declaration regarding insolvency/ liquidation/ bankruptcy proceedings	F-25 (Rev 00)	

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);

Bharat Heavy Electricals Limited,
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Central Procurement Cell (CPC) in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc., issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

_____(Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
BARH SITE OFFICE, Ganga Bihar,
NTPC Transit Camp, P.O. Barh,
Patna Bihar-803213

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Place:

Enclosed: Copy of Valid Power of Attorney

POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT AGREEMENT

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr.
....., whose signature given below herewith to be true and lawful Attorney of
M/s..... hereinafter called 'Company', for submitting Tender/entering into
Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s
Bharat Heavy Electricals Ltd, PSER Barh Site, in connection
with.....
..... vide
Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully
done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the
powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter
appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr..... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness:

Notary Public

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

_____(Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
BARH SITE OFFICE,Ganga Bihar,
NTPC Transit Camp, P.O. Barh,
Patna Bihar-803213

Dear Sir,

Sub : Declaration by Authorized Signatory regarding Authenticity of submitted documents.

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

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying /supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

Date:

Place:

NO DEVIATION CERTIFICATE

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

To,

_____(Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
BARH SITE OFFICE, Ganga Bihar,
NTPC Transit Camp, P.O. Barh,
Patna Bihar-803213

Dear Sir,

Sub : **No Deviation Certificate**

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

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

Date:

Place:

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

_____(Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
BARH SITE OFFICE, Ganga Bihar,
NTPC Transit Camp, P.O. Barh,
Patna Bihar-803213

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

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

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date:

Place:

DECLARATION FOR RELATION IN BHEL

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

To,

_____(Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
BARH SITE OFFICE, Ganga Bihar,
NTPC Transit Camp, P.O. Barh,
Patna Bihar-803213

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No.....,

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

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

Note:

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

NON DISCLOSURE CERTIFICATE

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

I/We understand that BHEL, Central Procurement Cell (CPC), is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....who are submitting offer for providing services to BHEL against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL, Central Procurement Cell (CPC).

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

Place:

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

FORMAT FOR SEEKING CLARIFICATION

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

To,

(Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
BARH SITE OFFICE, Ganga Bihar,
NTPC Transit Camp, P.O. Barh,
Patna Bihar-803213

Dear Sir,

Sub : **Request for Clarification**

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

Sl. No	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized
Representative of the Bidder)

Date:

Place:

CONTRACT AGREEMENT

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Central Procurement Cell
8th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

AGREEMENT NO. _____

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

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER)

CONTRACT AGREEMENT

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

AND

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

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of ----- And Whereas in response to an Invitation to Tender No ----- issued by BHEL for execution of ----- the contractor submitted their offer No.----- dated----- And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Award No.-----dated----- read with the references cited therein.

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

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Award dated ----- and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs ----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished to BHEL Security Deposit in the following form;
 - a) Cash portion of EMD of Rs ----- submitted vide _____ has been retained as part of SD.
 - b) Rs. _____ in the form of cash/ approved Securities.
 - c) Bank Guarantee bearing no.-----dated -----for a sum of Rs ----- executed by ----- in favour of BHEL towards Security Deposit valid up to -----
4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs ----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

OR

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

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of Award has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax as per prevailing Income Tax Act.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the Letter of Award shall prevail.

16. The following documents

a) Invitation to Tender No-----and the documents specified therein.

b) Contractor's Offer No----- dated-----

c) _____

d) _____

e) _____

f) Letter of Award No_____dated_____

g) _____

shall also form part of and govern this Agreement.

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

WITNESS

1.

2.

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

WITNESS

1.

2.

(For and on behalf of BHEL)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

Form No: F-14 (Rev 01)

Page 1 of 6

Name of Project		Contract No.	
Name of Work:		Name of Contractor:	

PART- A: PLAN/ REVIEW OF WORK FOR THE MONTH OF

Date of Plan/ Review.....

SN.	Description of Work	Unit of Measurement	Unit Rate	Planned		Cumulative Shortfall attributable to contractor upto last month (Refer Note 1)		Achieved		Shortfall attributable to BHEL w.r.t Plan (as per Col. 3 of Part-D)		Cumulative Shortfall attributable to Contractor upto & including this month		REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)
				(QTY Planned for the month as per Part –C of last month)										
(a)	(b)	(c)	(d)	A		B		C		D		E=A+B-C-D		
				Phy.	Financial	Phy	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	
	Value of Other Items not mentioned above but planned to be executed in this month													
Total				ΣA		ΣB		ΣC		ΣD		ΣE		

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)

 PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR		Form No: F-14 (Rev 01) Page 2 of 6
Name of Project		Contract No.	
Name of Work:		Name of Contractor:	

PART- A: Contd.....

Note 1: In addition to the work planned as per Col. 'A', Contractor shall also make full efforts to minimize the 'Cumulative shortfall attributable to contractor upto the month' as mentioned in Col. 'B' by enhancing its resources, so as to achieve the completion of activities as per agreed schedule. In case contractor is not able to execute the entire shortfall, then BHEL 'Engineer in-charge', shall decide the priority of work to be executed and it shall be binding on the contractor.

Note 2: Percentage Shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month = $[(\Sigma E - \Sigma B) / (\Sigma A - \Sigma D)] \times 100$

In case, $(\Sigma E - \Sigma B)$ is negative, then it shall be treated as zero percent."

Note 3: Form 14 should include all items being planned in the current month, and all items against which shortfall was attributable to contractor till previous month. However, for practical reason, if it is not possible to mention some of the items in Form-14 being planned to be executed in this month, then also value of such items shall necessarily be included in calculation of Total Value.

Note 4: In case reason for shortfall attributable to contractor is w.r.t. T&P and Manpower, it should be in conformity with Part B1 and B2.

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

Form No: F-14 (Rev 01)

Page 3 of 6

Name of Project		Contract No.	
Name of Work:		Name of Contractor:	

PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OFDate of Plan/Review.....

CONTRACTOR'S SCOPE: -

SN.	PLAN				DEPLOYMENT STATUS			
	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Weightage assigned to planned T&P (in fraction such that $\Sigma C = 1$)	Actual Deployed Quantity	Actual Deployment Period (in days)	Weighted T&P Deployed	REMARKS (Works affected due to non-deployment of T&Ps)
		A	B	C	D	E	$F = (C \times D \times E) / (A \times B)$	

Note: In case, $E > B$, it shall be considered as $E = B$. Similarly, in case $D > A$, it shall be considered as $D = A$.

Percentage of T&P Deployed = $\Sigma F \times 100$

BHEL SCOPE: -

SN.	PLAN				DEPLOYMENT STATUS			
	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Actual Deployed Quantity	Actual Deployment Period (in days)	REMARKS (Works affected due to non-deployment of T&Ps)		

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

Form No: F-14 (Rev 01)

Page 4 of 6

Name of Project

Contract No.

Name of Work:

Name of Contractor:

PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF

Date of Plan/ Review.....

CONTRACTOR'S SCOPE: -

SN.	Area of Work	Category of Labour	No. of Labour required as per category	Deployment Period (in days)	No. of Labour actually deployed	Actual Deployment Period (in days)	REMARKS (Works affected due to non-availability of labour)
			A	B	C	D	

$$\text{Percentage of Manpower Deployed} = 100 \times \frac{\sum(C \times D)}{\sum(A \times B)}$$

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)



PS-

MONTHLY PLAN & REVIEW WITH CONTRACTOR

Form No: F-14 (Rev 01)

Page 5 of 6

Name of Project		Contract No.	
Name of Work:		Name of Contractor:	

PART – C: PLAN(PHYSICAL) FOR THE NEXT MONTH i.e.

Date of Plan

SN.	Description of work	Original Planned Quantity	Planned Quantity (excluding shortfalls attributable to contractor till date)	Unit of Measurement	T&Ps Required				Manpower Required		REMARKS (Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given)
					Contractor Scope		BHEL Scope		Category of Labour	No. of Labour required as per Category	
					Major T&P to be deployed as per work planned for the month	Quantity	Major T&P to be deployed as per work planned for the month	Quantity			

Note 1: Planned quantity should be based on available/ expected fronts/ inputs in the next month

Note 2: "Original Planned Quantity" shall be as per latest jointly agreed programme between BHEL and Contractor before commencement of work or at the time of latest Time Extension, as the case may be.

Name of Project		Contract No.	
-----------------	--	--------------	--

BHEL

(Sign with name, designation and date)

CONTRACTOR

(Sign with name, designation and date)

Name of Work:		Name of Contractor:	
---------------	--	---------------------	--

PART – D: REASONS FOR SHORTFALL ATTRIBUTABLE TO BHEL IN RESPECT OF PLAN FOR THE MONTH.....

SN.	Description of Work (from Part-A)	Quantities Affected		Reasons for Shortfall attributable to BHEL	Agency responsible for reasons for Shortfall	Remarks (Supporting Documents in respect of agency responsible)
		(Physical Quantity)	Unit of Measurement			
1	2	3	4	5	6	7

Note1: Reasons for shortfall shall include non-availability of fronts/ drawings/ materials/ T&P (BHEL Scope)/ clearances etc. and other hindrances for which contractor is not responsible.

Note2: Agency responsible may be BHEL Site/ MUs/ Design Centre/ BHEL Customer/ other Contractors etc.

Monthly Safety Performance Evaluation of Contractor

SL	Parameter for Measurement	M/O	Wt	Supporting Documents
1a	Induction training for new workers conducted through audio-visual medium & documented ?	M	1	Induction Training Records
1b	Tool box talk conducted regularly as per plan, and documented?	M	1	Toolbox Talk Records
1c	Contractor in charge and safety in charge attended safety meetings?	M	2	Minutes of Meeting
1d	Whether observations in safety meetings are complied before next meeting?	M	2	-do-
1e	Preparation and submission of Monthly HSE report within stipulated time	M	1	Report submission date
1f	Preparation and submission of Incident/near-miss report and RCA Report (as applicable) within stipulated time	M	1	Incident/ Near Miss Records
1g	Carrying out Inspections and submission of Inspection reports within stipulated time	M	1	Inspection Records
1h	Regular Job Specific Training ensured for High Risk Workers (through audio-visual medium) as per plan	M	1	Training & Attendance Records
2a	Whether the contractor is registered under BOCW	M	2	BOCW Registration Certificate
2b	Availability of Qualified safety officer (1 for every 500 labour)	M	2	Safety Officer qualification & experience records
2c	Availability of Qualified safety supervisor (1 for every 100 labour)	M	2	Safety Officer qualification & experience records
2d	All the workers are provided and using safety helmets and safety shoes/gum boots	M	2	PPE Issue Records, Inspection/ non-conformity records
2e	Housekeeping done on regular basis and scrap removal at site	M	1	Housekeeping records, Inspection/ non-conformity records
2f	Usage of Goggles/Face shields and Hand gloves for gas cutter and grinders		1	PPE Issue Records, Inspection/ non-conformity records
2g	Wall openings & floor openings are guarded?		1	Inspection/ non-conformity records
2h	Adequate illumination provided in all working area?		1	Inspection/ non-conformity records
2i	Safety posters, sign boards and emergency contact numbers in all prominent location are displayed?		1	Inspection/ non-conformity records
2j	Availability of automatic reverse horns, Main horn, hook latches for Vehicles, mobile cranes, Hydras		1	Inspection/ non-conformity records
2k	Ban of carrying mobile phones to work place is implemented for workers		1	Inspection/ non-conformity records
2l	Availability of Tags & Inspection Certificates for Cranes of all capacities		1	Master T&P List with internal & external test details
2l.2	Availability of Tags & Inspection Certificates for Winches of all capacities		1	Master T&P List with internal & external test details
2l.3	Availability of Tags & Inspection Certificates, colour coding for Chain pulley blocks		1	Master T&P List with internal & external test details
2l.4	Availability of Tags & Inspection Certificates for Vehicles - Trailers, Dozers, Dumpers, Excavators, Mixers etc.		1	Master T&P List with internal & external test details
2l.5	Availability of Tags & Inspection Certificates for Welding machines, grinders, Drilling machines, etc.		1	Master T&P List with internal & external test details

2l.6	Availability of Tags & Inspection Certificates, colour coding for Wire rope slings etc.		1	Master T&P List with internal & external test details
2l.7	Availability of Tags & Inspection Certificates for Batching plants		1	Master T&P List with internal & external test details
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tag out permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet(MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	M	1	
3d	Availability of rest rooms for workers at site	M	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records
4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with CO ₂ fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools ?		1	-do-
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 30ma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records
7a	Whether Scaffolding pipes made with steel or aluminium, are being used and checked periodically by experienced/ certified scaffolder?		2	Inspection/ non-conformity records

7b	8mm Stainless Steel wire rope with plastic cladding is provided for life line (Vertical / Horizontal) during height work?		2	-do-
7c	Availability of emergency lighting in case of power failure		1	-do-
7d	Whether all the openings are covered with Safety Nets made of fire proof Nylon?		1	-do-
7e	Whether MS pipe rails around staircases & platforms in usage are provided with top, middle rails and toe guard ?		1	-do-
7f	Whether Ladder with vertical life line /Fall arrestor is available to climb?		1	-do-
7g	Whether all workers deployed for working at height have been issued height pass after undergoing vertigo test?		1	Height Pass records
7h	Whether all workers deployed for height work / climbing ladder are provided and using Double lanyard safety belt?		1	PPE Issue records, inspection/ non-conformity reports
7i	Is all hand tools/Small material used by height workers is tied firmly to prevent fall?		1	-do-
8a	Flash back arrestors for all gas cutting sets is available on Torch side and cylinder side		1	Inspection/ non-conformity records
8b	Oxygen/Acetylene/LPG cylinders not in use have caps in place and stored separately?		1	-do-
8c	Availability of Face screen, Hand gloves, and Apron, for welders		1	-do-
8d	Protection from falling hot molten metal during metal cutting / welding at height by providing GI sheet below the cutting area especially in fire prone areas		1	-do-
9a	Pre-employment medical check-up done for all workers and submitted?		1	Medical check records
9b	Availability of first aid centre, with MBBS doctor(Own or Sharing basis)	M	2	Attendance records
9c	Availability of Ambulance facility 24 hours (Own or sharing basis)	M	2	-do-
9d	Is First aid trained personnel's are available and their names are displayed at site?	M	1	-do-
9e	Availability of Emergency vehicle at site		1	
9f	Periodical medical check-up is conducted for all the workers and submitted?		1	Medical check records
9g	Availability of sufficient number of first aid box as per standard list and maintaining record		1	Inspection records
10a	Availability of Fire extinguishers, buckets at all vulnerable points		2	Fire extinguisher records
10b	Periodic fire mock drill conducted?		1	Fire, Mock drill records
10c	Are all flammable materials are stored separately?		1	
10d	Periodic grass cutting is done in material storage area?		1	
10e	Availability of 24V DC lighting in confined space work area		1	
10f	Availability of exhaust fan in confined space work area		1	

Note:

- M: Mandatory; O: Optional. Points other than mandatory can be excluded with appropriate justification (scope etc.) by BHEL. Score obtained in selected parameters divided by maximum possible score of selected parameters shall be multiplied by 10 for use in as per point Sl. no. # 6.0 as detailed at page 4 of Form F-15.
- There shall be deduction of marks from overall score for Fatal/ Major/ Minor Accidents and for not maintaining labour colony, as detailed at page 4 of Form F-15.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

Bank Guarantee No:

Date:.....

To

**Bharat Heavy Electricals Limited,
Power Sector Eastern Region,
DJ-9/1, Sector – II, Salt Lake,
Kolkata (W.B.)– 700091**

Dear Sirs,

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 _____ through its Unit at..... (name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at.....and inter alia a branch atbeing the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees ----- ---) without any demur, immediately on first 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 Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, 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 thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the..... bank 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/satisfactory completion of the performance guarantee

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

period as per the terms of the 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 or discharged.

WeBANK 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 Vendor / Contractor / Supplier 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 Vendor / Contractor / Supplier 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 reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including... and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier 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.

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Kolkata shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

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.....
- b) This Guarantee shall be valid up to

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

- c) Unless the Bank is served a written claim or demand on or before _____ 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.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE : The validity of Bank Guarantee towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months

⁸ DATE OF EXPIRY OF CLAIM PERIOD : The Claim period may be kept 3 to 6 months beyond the validity date

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.
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.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

3. 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.

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,

**Bharat Heavy Electricals Limited,
Power Sector Eastern Region,
DJ-9/1, Sector – II, Salt Lake,
Kolkata (W.B.)– 700091**

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s ... (Contractor's name) ...** having its Registered /Head Office at ... (Address) ... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No.
dated ...dd/mm/yyyy... and the same having been unequivocally accepted by the contractor, valued at **Rs. (Rupees only)** and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to% (percent) of the said value of the Contract to the Employer amounting **Rs. (Rupees Only).**

We **[Name & Address of the Insurer]** having its Head Office at (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor in terms of the agreement to provide Security Deposit, to the extent of **Rs (Rupees Only)** as aforesaid at any time up to **...dd/mm/yyyy... [#]** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or the Insurer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till **...dd/mm/yyyy... [@]**.

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs.** **(Rupees Only)** and it shall remain in force up to and including ...**dd/mm/yyyy**... **[/#]** and shall be extended from time to time for such period, as may be desired by **M/s** ...**(Contractor's name)**... on whose behalf this Insurance Surety Bond has been given.

Dated this..... day of..... 20 at.....

(Signature)

(Name)

.....
 (Designation with Insurer Stamp)
 Authorised Vide Power of Attorney
 No.....
 Date.....

WITNESS :

1.....(Signature)

.....(Name)

.....(Official Address)

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

2.....(Signature)

.....(Name)

.....(Official Address)

Notes:

- 1) **# Validity date:** The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.
- 2) **@ Date of Expiry of Claim Period:** The Claim period may be kept 3 to 6 months beyond the validity date.
- 3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- 5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

(To be stamped in accordance with Stamp Act of India)

Bank Guarantee No:

Date:

To

**Bharat Heavy Electricals Limited,
Power Sector Eastern Region,
DJ-9/1, Sector – II, Salt Lake,
Kolkata (W.B.)– 700091**

Dear Sirs,

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 BHEL House, Siri Fort, Asiad, New Delhi – 110049 ¹ through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, DJ-9/1, Sector – II, Salt Lake, Kolkata (W.B.) – 700091, having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____ ² (hereinafter called the said "Contractor" which term includes supplier), 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 Retention Amount 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) ⁵.

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. _____.

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

(To be stamped in accordance with Stamp Act of India)

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.

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

(To be stamped in accordance with Stamp Act of India)

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 exceed⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before⁷ 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.
- d) 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 Authorized signatory)

¹ ADDRESS 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

⁵ BG AMOUNT IN FIGURES AND WORDS

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

(To be stamped in accordance with Stamp Act of India)

⁶ VALIDITY DATE: *The validity of Bank Guarantee towards Retention amount shall be till actual completion work (Contract period) + 3 months*

⁷ DATE OF EXPIRY OF CLAIM PERIOD: *The Claim period may be kept 3 to 6 months beyond the validity date*

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.
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 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.

PROFORMA OF INSURANCE SURETY BOND TOWARDS RETENTION AMOUNT

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,

**Bharat Heavy Electricals Limited,
Power Sector Eastern Region,
DJ-9/1, Sector – II, Salt Lake,
Kolkata (W.B.)– 700091**

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s ... (Contractor's name) ...** having its Registered /Head Office at.....(Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No. **dated dd/mm/yyyy...** and the same having been unequivocally accepted by the contractor, valued at **Rs. (Rupees only)** and the Contractor having agreed to provide Retention Amount for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract equivalent to% (percent) of the said value of the Contract to the Employer amounting **Rs. (Rupees Only).**

We **[Name & Address of the Insurer]** having its Head Office at (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor in terms of the agreement to provide Retention amount, to the extent of **Rs (Rupees Only)** as aforesaid at any time up to **...dd/mm/yyyy... [#]** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or the Insurer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till **...dd/mm/yyyy... [@]**.

PROFORMA OF INSURANCE SURETY BOND TOWARDS RETENTION AMOUNT

(To be stamped in accordance with Stamp Act of India)

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs.** **(Rupees Only)** and it shall remain in force up to and including ...**dd/mm/yyyy... [#]** and shall be extended from time to time for such period, as may be desired by **M/s** ...**(Contractor's name)**... on whose behalf this Insurance Surety Bond has been given.

Dated this..... day of..... 20 at.....

(Signature)

(Name)

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney

No.....

Date.....

WITNESS :

1.....(Signature)

.....(Name)

.....(Official Address)

PROFORMA OF INSURANCE SURETY BOND TOWARDS RETENTION AMOUNT

(To be stamped in accordance with Stamp Act of India)

2.....(Signature)

.....(Name)

.....(Official Address)

Notes:

- 1) **# Validity date:** The validity of Insurance Surety Bond towards Retention Amount shall be till actual completion work (Contract period) + 3 months
- 2) **@ Date of Expiry of Claim Period:** The Claim period may be kept 3 to 6 months beyond the validity date.
- 3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- 5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, DJ-9/1, Sector – II, Salt Lake, Kolkata (W.B.) – 700091 (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of “xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx”.

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers’ fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of
M/s xxxxxxxxxxxxxxxxx

Witness:

- 1.
- 2.

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
Running Account Bill
(Para 4.3.1 of Works Accounts Manual)

Departmental Bill No.
Date:

Name of the Contractor
Name of the Work:
Sanctioned Estimate:
Code No.:
Contract Agreement No.:

Dated:
Division:
Date of written order to commence the Work:
Date of commencement of work:
Due date of completion as per agreement
Sub-Division:
Period of work covered in this bill:
Date of approval of Competent Authority for time extension as applicable (copy to be enclosed).

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item No. of work	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity executed since last RA bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

** 1. Whenever payment is made on adhoc basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12
2. Whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total upto date in column 3 may become nil.

Total value of work done upto date (A) -----
Deduct value of work shown on the last Running Account Bill (B) -----
Net value of work done since last Running Account Bill (C) -----

Rupees (in words)

Note :
Wherever adhoc payments to contractors against running bills are made in accordance with the extant Works Policy, the amount so paid shall be adjusted.

II. MEMORANDUM OF PAYMENTS

	I	II
1.	(A) Total value of work actually measured as per Account No. I, Column 10	
2.	(B) Total upto date adhoc payment for work covered by approximate or plan measurements as per Account I, Col. 3	
4.	(C) Total upto date payments [(A)+(B)]	
5.	(D) Total amount of payments already made as per entry (D) of last Running Account Bill No. dated forwarded to the Accounts Department on	
6.	Balance [(C) - (D)]	
7.	Payments now to be made: a) by cash / cheque b) by deduction for value of materials supplied by BHEL vide Annexure A attached c) by deduction for hire of tools and plant vide Annexure B attached d) by deduction for other charges vide Annexure C attached e) by deduction on account of security deposit f) by deduction on account of Income Tax	
Note :	Amounts relating to items 4 to 6 above should be entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.	

III. CERTIFICATE OF THE ENGINEER IN CHARGE

1	The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by and are recorded at pages - of Measurement Book No. (Name and Designation)
2	Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc. forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D)
3	Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than the adhoc payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.
4	Certified that measurements by Engineer-in-charge and test check of prescribed percentage of measurements by the concerned superior authorities has been carried out.
5	Certified that there are no pending recoveries from the contractor on account of chargeable items (e.g. T&P, consumables, material, etc.) issued either by BHEL or by the customer and other recoveries like power, water, quarter, tax liability towards declaration forms etc.
6	Certified that with regard to the free issues, regular reconciliation is being done, completed upto and there are no recoveries pending from the contractor on account of such issues in excess of requirement for execution of work at per contract.
7	Certified that there is no pending recovery for damaged material issued free of cost.
8	Certified that the contractor has fulfilled all the requirements as per contract with reference to statutory obligations (PF, ES, Minimum Wages, BOCW, Insurance etc.), support services such as service manpower, computer system, T&P etc

Signature of Contractor

Signature of Engineer in Charge

Designation:

Date:

Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

1	Certified that the measurements have been check measured to the prescribed extent by at site and also by the undersigned and the relevant entries have been intailed in the Measurement Book. (vide pages)
2	Certified that all the measurements recorded in the measurement book have been correctly billed for
3	Certified that all recoverable amounts in respect of materials tools and plant etc. and other charges have been correctly made vide annexures A to C attached

Certified for payment * of Rs. (Rupees only)

* Here specify the net amount payable.

Date:

Signature of Senior Engineer

V. ENTRIES TO BE MADE IN THE FINANCE DEPARTMENT

Accounts Bill No. dated
Entered in Journal Book vide entry No. dated
Passed for Rs.
Less Deductions Rs.
Net amount payable Rs.
(Rupees only)
Payable to Shri / M/s by cheque / cash
Entered in Contractors ledger No. Page

ALLOCATION
Code No.:
Debit
(Gross amount)
Credit
(Deductions)
Estimate No :
Name of Work :
Account code head

Total

Assistant
Date:

Accountant
Date:

Finance Executive
Date:

[illegible]

Certified that (balance quantity of free issue material as per Col. 8 above) is physically available with the Contractor.

Signature of Engineer in Charge

Signature of Senior Engineer
Date:

Statement showing tools and plant issued to the contractor Shri/M/s..... in respect of Contract Agreement No..... Dated.....

[illegible]

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....in respect of contract Agreement No.Dated

S. No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered up to previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Seigniorage charges							
4	Medical charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								

TOTAL

Signature of Contractor
Date :
Signature of Engineer in Charge
Date :

ANNEXURE D
DEVIATION STATEMENT

Name of the Contractor:
Contract Agreement No

Name of Work:

Date:

S. No.	Description of Item	Unit	Quantity as per agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement	Rate as executed	Amount as per agreement	Amount as executed	Amount further anticipated	Total Amount anticipated on completion	Difference		Reason for deviation with authority, if any
													Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Signature of Engineer in Charge
Date :
Signature of Senior Engineer
Date :

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
.....And Final Bill
(Para 4.3.2 of Works Accounts Manual)

Departmental Bill No:
Date:
Name of the Contractor:
Name of the Work:

Division:
Date of Written order to commence the work:
Date of commencement of the Work:
Dated:

Sub-Division:
Due date of completion as per Agreement:

Sanctioned Estimator:
Contract Agreement/ Work Order No:
Date of actual completion of the work:

I. ACCOUNT OF WORK EXECUTED

1	2	3	4	5	6	7	8	9	10	11	12	13
Adhoc payment for work not previously measured **		Item no. of the agreement / work order	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks	
Total as per last running account bill	Since last running account bill	Total upto date										

** Whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total upto date in column 3 may become nil.

Total value of work done upto date	(A)	-----
Deduct value of work shown on the last Running Account Bill	(B)	-----
Net value of work done since last Running Account Bill	(C)	-----
Rupees (in words)	 Only	

II. MEMORANDUM OF PAYMENTS

1	Total value of work actually measured as per Account No. 1 column 10	(A)
2	Deduct amount of payments already made as per last running account bill No. dated	(B)
3	Payment now to be made [(A) - (B)]	(C)
4	Deduct amounts recoverable from the contractor on account of : a) Materials supplied by BHFL vide Annexure A attached b) Hire of tools and plant vide Annexure B attached c) Other charges vide Annexure C attached d) Income Tax	
	Total Deductions	
5	Balance	
6	Refunds of Security Deposit	
7	Net amount to be paid to the contractor	
	Net value Rupees (in words)	Only

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....Dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order.

Signature of the Contractor

Date:

III CERTIFICATE OF THE ENGINEER IN CHARGE

1. The measurements on which the entries in columns 7 to 11 of Part I of this bill (Account of work executed) are based were made by.....
.....of measurement book No..... (Name and Designation)
2. A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer incharge
Designation:

Certified for payment of * Rs.....(Rupees.....only).

*Here specify the net amount payable

Date _____

Account code head	Debit [Gross Amount]	Credit [Deductions]
TOTAL		

Passed for.....	Rs.....
Less Deductions.....	Rs.....
Net Amount Payable.....	Rs.....
(Rupees.....only)	

Date:

ANNEXURE A
Part I

Statement showing details of materials issued to the contractor Shri / M/S.....in respect of Contract Agreement / Work Order No.....Dated..... and covered by the agreement.

Sl.No.	Stores Issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the Contractor				Remarks
							Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	
1	2	3	4	5	6	7	8	9	10	11	12

Total

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE A
Part II

Statement showing details of materials issued to the contractor Shri / M/S..... in respect of Contract Agreement / Work Order No.....Dated..... and not covered by the agreement

Sl.No	Stores Issue Voucher No. and date	Issue Voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8	9	10	11

TOTAL
Add Departmental Charges
Add GST (Wherever applicable)

GRAND TOTAL

Signature of Contractor
Date:

Signature of Engineer-in-Charge
Date:

Signature of Senior Engineer
Date:

Note: Cost of materials recovered in this bill should be shown against Item 4 (a) of the memorandum of payments. The amounts of taxes and departmental charges recovered in this bill should be incorporated in Annexure C.

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri /M/s.....in respect of contract Agreement / Work Order No.....Dated.....

Sl.No.	Description of Tools and Plant Issued	Period for which issued	Rate at which recovery is to be made	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8

TOTAL

Signature of Contractor
Date

Signature of Engineer-in-Charge
Date

Signature of Senior Engineer
Date

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....In respect of Contract Agreement / Work Order No.....Dated.....

Sl.No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered upto previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Medical charges							
4	Cost of empty gunny bags and empty containers not returned							
5								
6								
7								

TOTAL

Signature of Contractor
Date

Signature of Engineer in Charge
Date

Signature of Senior Engineer
Date

ANNEXURE D
DEVIATION STATEMENT

Name of the Contractor: _____ Contract Agreement/Work Order No _____
Name of the Work: _____ Date: _____

Sl. No.	Description of Item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement	Rate as executed	Amount as per agreement	Amount as executed	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge _____ Signature of Senior Engineer _____
Date: _____ Date: _____

ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri M/s. _____ in respect of Contract Agreement / Work Order No. _____ Dated: _____

Name of the Work: _____

Sl. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (difference between column 5 & 8)		Rate chargeable for excess/short consumption, if any	Amount Recoverable for excess/short consumption, including materials not returned, if any	Remarks
								More	Less			
1	Cement											
2	Bricks											
3	Wood											
4	Asbestos Sheet											
5	Iron Material											
6												
7												

Signature of Contractor _____ Signature of Engineer in Charge _____ Signature of Senior Engineer _____
Date: _____ Date: _____ Date: _____

Note
1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 & 6 respectively of Annexure A (Part I and II)

2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

ANNEXURE F

Statement showing details of materials issued to the contractor Shri/M/s..... in respect of Contract Agreement / Work Order No..... dated.....

Name of the Work:

FREE OF COST											
Sl.No	Stores Issue Voucher No	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance (If any)	Nature of disposal for the balance	Rate chargeable for material not returned	Amount recoverable for material not returned	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE G
QUESTIONNAIRE TO BE ANSWERED BY THE ENGINEER IN CHARGE AND SENIOR ENGINEER
(Correct particulars and answers to be recorded)

1. Name of the Work:
2. Name of the Contractor:
3. Date of commencement of the Work:
4. Contract agreement /Work Order No. and date:
5. Reference to the supplementary Agreement No. if any:
6. Whether administrative approval and technical sanction has been accorded by the competent authority? If so, cite reference?
7. Whether sanction of the competent authority and financial concurrence of the Finance Department for award of the work has been accorded? If so, cite reference.
8. Whether the work has been completed in time? If not whether penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Finance Department with reasons for grant of extension? Due and actual date of completion of the work and reference to letter No. and date granting the extension of time should be given.
9. (a) Whether the rates allowed in the bill have been checked with the contract agreement?
 (b) Whether the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the Finance Department together with rate analysis? If so, cite reference
10. Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.
11. Whether the rates of recovery of stores issued to the contractor which are not provided for in the contract agreement have been settled in consultation with Finance?
12. Whether discrepancies pointed out by the Finance department in the stores statement have been reconciled and accepted by the Finance Department?
13. Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores department and the No. and date of such returned stores vouchers have been shown in Stores statement? If not, whether the cost of such excess materials has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill?
14. Whether consumption of materials shown has been technically checked by Senior Engineer?
15. Whether materials issued and used in the work is not less than that required for consumption in work according to our specifications? If consumption is less, whether necessary recovery has been made in the bill?
16. Whether measurements have been checked by the Engineer and Senior Engineer to the extent required and certificates of check recorded in the measurement books?
17. Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Finance Department?
18. Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially?
19. Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.
20. Whether all advance payments on running accounts have been recovered?
21. Whether all the recoveries due for services given to the contractor like rent of accommodation, water charges, electricity charges have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?
22. Whether the files containing abstracts from measurement books/standard measurement books have been completed/updated?
23. Whether hire charges for tools & plant have been recovered and the statement of hire charges with full details attached?
24. Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer Incharge/Senior Engineer and whether recoveries have been made for defective works, if any?
25. Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?
26. Whether final measurements have been taken as soon as possible after completion of the work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to finance department?
27. In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to finance department?
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimate?
29. Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of the Senior Engineer, what action has been taken for obtaining the approval of the authority competent to sanction the excess?
30. (a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period?
 (b) If not whether security deposit has been proposed to be recovered from the final bill?
31. Whether all the previous audit objections raised on running account bills have been settled? If so, cite references.

Signature of Engineer in Charge
 Date:

Signature of Senior Engineer
 Date:

REFUND OF SECURITY DEPOSIT

To,
The Construction Manager,
BHEL SITE OFFICE, BARH
SUPER THERMAL POWER PROJECT,
POST: BARH, DISTT: PATNA, BIHAR,

Dear Sir,

Sub : Refund of Security Deposit (SDBG)

PO/WO Ref No.: _____

Name of Work: _____

We have submitted Final Bill in respect of the above Contract/Work vide our letter ref no: _____,

Dated: _____. In line with Tender conditions, kindly arrange to release the Security Deposit.

The details of Security Deposit are as below:

1. Cash Portion: ₹ _____.
2. BG Portion: ₹ _____.

Thanking You

Date: _____

Authorised representative of Contractor

To be filled up by BHEL

1. Security Deposit to be refunded:
 - a. Cash Portion: ₹ _____
 - b. BG Portion : ₹ _____
2. Less
 - a. Amount spent by BHEL on behalf of Contractor: NIL
 - b. Payments made by BHEL on behalf of Contractor: NIL
 - c. Other recoveries for Services etc:- NIL
 - d. Any other recoveries:- NIL
 - e. Total of 'a' to 'd': NIL
3. Net Amount to be released: ₹ _____
4. Certified that
 - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
 - b. Contract Guarantee period of 12 Months commenced wef:- _____
 - c. All objections raised so far have been settled.
 - d. A note for refund of Security Deposit has been made in the Measurement Book No. _____

Signature of BHEL Engineer

Construction Manager

REFUND OF GUARANTEE MONEY**BHARAT HEAVY ELECTRICALS LIMITED**
POWER SECTOR, EASTERN REGION**Ref No:****Date:**

1. Name and Address of Contractor : _____
2. Contract Agreement/LOI No : _____
3. Date of Contract Agreement/LOI : _____
4. Name of the Work undertaken : _____

5. Date of commencement of the Work : _____
6. Date of Completion of the Work : _____
7. Period of Maintenance (Guarantee Period): _____
8. Date on which Final Bill was submitted : _____
9. Last date of making good the defect : _____
during Maintenance Period
10. Expenditure incurred by BHEL during : _____
Maintenance Period, if any, recoverable
11. Date on which Guarantee Money refund : _____
falls due as per Contract
12. Amt of Guarantee Money to be refunded : _____
13. Less Amounts recoverable (with details)
 - a. Amount spent by BHEL on maintenance : Nil
 - b. Payments made by BHEL on behalf of Contractor: Nil
 - c. Court dues/penalties/compensation : Nil
 - d. Other recoveries for Services, etc : Nil
 - e. Total of 'a' to 'd' : Nil
14. Net Amount recommended for release (12-13) : _____

Signature of BHEL Engineer

Date:

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

1. I/We have no claim or demand outstanding against BHEL PSER, for the work done or for labour or material supplied or any other account arising out of or connected with the **Contract Agreement** _____ and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI referred to.

Signature of Contractor

Date: _____

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER

1. Certified that
- a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
 - b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
 - c. All objections raised so far have been settled
 - d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Construction Manager

Date: _____

FOR USE IN ACCOUNTS DEPARTMENT

1. Release of BG for ₹ _____

Accountant
Officer

Accounts

ACKNOWLEDGE BY THE CONTRACTOR

1. Receipt of BG for ₹ _____

Signature of Contractor

Date:

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:

Date:

VOLUME-IE

SPECIAL CONDITIONS OF CONTRACT (SCC)

GENERAL CONDITIONS OF THE CONTRACT FOR FACILITY
MANAGEMENT, MANPOWER SUPPLY & SECURITY SERVICES

ANNEXURE-A

SPECIAL TERMS & CONDITION

- 1) **A: Specification of the job to be awarded:**
Supply of service of manpower as per detail given below to cater the various services/function at BHEL Site Office, Field Hostel & Guest House at NTPC Super Thermal Power Plant, Barh.

Sl. No.	Description of Supporting Staff	Category	Area of work	Estimated Nos. Reqd.
1	Assistant cum Computer Operator (Finance & Accounts)	Highly Skilled Worker	Computer Operator, Bill Checking, Accounting & Data Entry	1
2	Assistant cum Computer Operator (HR & Admin.)	Highly Skilled Worker	HR Documentation, Dispatch, Distribution & receiving of various Documents/Arranging Gate Pass	1
3	Assistant cum Computer Operator (MM Dept.)	Highly Skilled Worker	Material Verification & unloading/Documentation & Filing of MM Documents	1
4	Support Staff (Finance Dept.)	Skilled Worker	Documentation & Data Entry	1
5	Support Staff (MM Dept.)	Skilled Worker	Documentation & Data Entry	1
6	Main Cook	Semi skilled Worker	Cooking & Serving at Field Hostel & Mess	2
7	Office Canteen	Semi-skilled Worker	Tea making, Snacks Serving etc. at BHEL Site Office	1
8	Cook (Helper)	Un-skilled Worker	Serving & Cleaning at Field Hostel & Mess	1
9	Cleaner/Sweeper	Un-skilled Worker	Cleaning & Horticulture activity of Field Hostel, Guest House, BHEL Office.	2

- 2) The manpower so supplied should be manned & supervised by Bidder/contractor personnel. For the purpose of supervision, the contractor is required to engage one supervisor.
- 3) **Measurement of the job & payment of the contractor:**
The job will be measured in terms of man-day. MANDAY is defined as 'An industrial unit of production equal to the work one person can produce in a day'. A certificate from Engineer In charge concerned should be obtained for job measurement for the purpose of release of payment. Payment will be made on monthly basis for services in terms of man-day's provided during the month.

The present daily rate of wages inclusive of VDA applicable is as under:

SL. NO.	DESCRIPTION	HIGHLY SKILLED WORKER	SKILLED WORKER	SEMI SKILLED WORKER	UNSKILLED WORKER
		AMOUNT (RS.)			
1	BASIC DAILY WAGE & VDA (CENTRAL GOVT. RATE)	918.00	781.00	650.00	556.00

The revision effected by appropriate authority under Code on Wages, 2019 will be payable. The other elements of payment will be made as under:

Sl. No.	Description	Remarks
1	BASIC DAILY WAGE & VDA	MINIMUM WAGES (INCLUSIVE OF VDA MULTIPLIED BY NO. OF DAYS WORKED).
2	OVERTIME	DOUBLE THE RATE (MAX 08 HRS IN A MONTH)
3	PROVISION FOR LEAVE	ONE DAY ON 20 WORKING DAYS. IF DUE LEAVE IS AVAILED NO PAYMENT WILL BE MADE. IF EARNED LEAVE IS NOT AVAILED THE SAME WILL BE ENCASHED.
4	PROVISION FOR BONUS	BONUS WILL PAID @ 8.33% ON 7,000/-

The contribution & administrative charges paid towards remittance of EPF under Code on Social Security, 2020, will be reimbursed @ 12.00% on the monthly basic wages inclusive of VDA. Statutory remittance towards ESIC @ 3.25% of the basic will also be reimbursed & Expenditure for WC Policy for applicable category for 18 Months shall be paid/ reimbursed. Any variation/changes regarding this from appropriate authority will be dealt accordingly.

Payment of the Contractor:

- i) The contractor shall submit the bills on monthly basis, which will be duly verified, checked & passed by BHEL Officer/Engineer & forward to Finance & Accounts Dept. for releasing of payment to the party.
- ii) All payments are subject to TDS under Income Tax Act 2025 & GST TDS under GST Act, if applicable.
- iii) Payment to the contractor will be made after 07 days from the receipt of the bill complete in all respect.
- iv) All payments will be made by Cheque/RTGS mode.
- v) The total payable amount will be rounded off to the nearest full rupee value.

B) Contractual and legal obligation of the Contractor:

1) General:

BHEL has the pivot of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be

that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer –employee relationship.

2) **Towards selection, control and supervision of employees.**

- i) Contractor shall supply the services of the required number of workers to be deployed in various messes. For execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.
- ii) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- iii) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification experience etc. The contractor shall arrange to obtain police verification of each of worker deployed.
- iv) The contractor should also ensure that he /she will engage the worker who shall not smoke / be drunk while on duty.
- v) Contractor to maintain appropriate records of these employees deployed to carry out the job(s).
- vi) Contract should issue appropriate appointment letters to his employees.
- vii) Contractor to provide employment card / identity card with photographs duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm/company, place of work, contract number and duration of validity of card.
- viii) Contractor shall provide mobile phone to the employees/driver deployed by him for operation of vehicle.
- ix) In the event of termination of contract for any reason, whatsoever, the contractor shall withdraw all his employee from the mess establishment of BHEL. In case contractor decides to terminate the service of his employees, he should settle all dues including termination compensation if any.
- x) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- xi) 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.
- xii) The contractor shall be responsible for enforcing all safety regulations as applicable under motor vehicle act.
- xiii) The contractor to ensure that all precautions are taken for safety of his employees and equipments.
- xiv) In the event of termination of contract for any reason, whatsoever, the contract 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 including retrenchment compensation.

C. Towards statutory Liability:

- i) "The Contractor shall comply with the provisions of the Code on Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, the Industrial Relations Code, 2020 (where applicable), the Income-Tax Act, 2025, the Motor Vehicles Act, 1988, the applicable GST laws, and all other applicable Central and State laws, rules, regulations, and amendments in force."

- ii) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- iii) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time. The Contractor shall maintain proper records of timely disbursement of wages. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
- iv) The Contractor shall indemnify BHEL against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- v) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- vi) The Contractor will ensure that all vehicles deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstance shall BHEL be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharge of the Contractor's obligations under this contract.
- vii) Contractor to obtain insurance cover for his employees/ equipments /tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.

D Rights and obligations of BHEL.

- 1) In case the contractor does not carry out the contractual/ statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which BHEL reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 2) The contract may be terminated at any time without paying compensation whatsoever to the contract in case of misbehavior, disobedience, dishonesty, clandestine, insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of the contract.
- 3) BHEL Reserves right to short close the contract at its discretion at any point of time without assigning any reason thereof.
- 4) The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

E) Duration of the contract

Duration of contract will be 18 months from date of placing the WO to the successful bidder; both the parties reserve the right to extend the contract on mutually agreed terms and conditions.

F) Arbitration and Governing Law

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL PSER Barh Site. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to be exclusive jurisdiction of Kolkata courts.

Item Rate BoQ

Tender Inviting Authority: BHEL-PSER, Barh Site

Name of Work: Supply of Manpower of various category on Contract basis at BHEL Site office, NTPC Campus, Barh, Patna, Bihar, PIN 803215.

TENDER NO - PSER:BARH SITE:SCT: 26-27:02

**Name of the Bidder/
Bidding Firm / Company :**

PRICE SCHEDULE

The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only, rate/price filled here will automatically reflect in SCH-1

Sl.No.	Item Description	QUOTED SERVICE CHARGE IN PERCENTAGE	QUOTED SERVICE CHARGE IN WORDS
1	SUPPLY OF MANPOWER OF VARIOUS CATEGORY ON CONTRACT BASIS AT BHEL SITE OFFICE, NTPC CAMPUS, BARH, PATNA, BIHAR, PIN 803215.		

VOLUME-I PRICE SCHEDULE, REV-00	
Name of Job: Supply of Manpower of various category on Contract basis at BHEL Site office, NTPC Campus, Barh, Patna, Bihar, PIN 803215.	
TENDER NO - PSER:BARH SITE:SCT: 26-27:02	
PREAMBLE	
Name of the Bidder/ Bidding Firm / Company :	0
SL. NO.	DESCRIPTION
1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned any where in this document.
2	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
3	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution, an approval to be obtained before execution of further quantity for this item.
4	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill.This condition shall not be applicable where the tender is finalised through Reverse Auction.
5	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.
6	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
7	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.
8	The tenderer shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site before submission of his bid/offer. No claim whatsoever due to lack of knowledge of site conditions shall be entertained after award of the work.
9	No splitting of the job is envisaged unless the same is specifically indicated in the TCC/Vol-1F. Decision of BHEL in this regard shall be final and binding to the bidders.
10	Bidders are not allowed to alter the Price Schedule format including item description,quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them.BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/alterd by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
11	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
12	No interest, whatsoever, shall be payable by BHEL on the security deposit, any bank guarantee submitted or any amount due to successful bidder/contractor. No idling charge whatsoever (either for labour or any other resources) is payable by BHEL for any reason whatsoever.
13	Bidder's Total price shall be considered for evaluation unless stated otherwise.

VOLUME-II
PRICE SCHEDULE, REV-00

JOB DESCRIPTION: Supply of Manpower of various category on Contract basis at BHEL Site office, NTPC Campus, Barh, Patna, Bihar, PIN 803215.

TENDER NO - PSER:BARH SITE:SCT: 26-27:02

SCH-2 - SERVICE PART

Name of the Bidder/ Bidding Firm / Company :	0			
BOQ Sl. No.	Description of Items	Quantity (in Nos.)	Month	Total Manmonth
1.00	HIGHLY SKILLED MANPOWER	3	18	54
2.00	SKILLED MANPOWER	2	18	36
3.00	SEMI SKILLED MANPOWER	3	18	54
4.00	UNSKILLED MANPOWER	3	18	54

NOTE:

1	Latest Applicable Wages including VDA as per Minimum Wages Circular issued by Ministry of Labour & Employment, Office of Chief Labour Commissioner, New Delhi, for C Area shall be paid/reimbursed.
2	Maximum Overtime of 8hrs in a month shall be paid/reimbursed with double rate of Wages including VDA.
3	Bonus to be reimbursed/paid @ 8.33% on ₹ 7,000/-
4	Applicable Leave Salary @ 1day for every 20 working days shall be paid/reimbursed
5	Applicable PF Contribution @ 12% of Wages including VDA shall be reimbursed
6	Applicable ESIC @ 3.25% of Wages including VDA shall be reimbursed
7	Expenditure for WC Policy for applicable category for 18 Months shall be paid/ reimbursed.